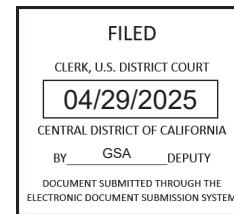


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Pro Per

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

EJEME JOYCE AIRE,  
Plaintiff,

vs.

ANTHONY O. EGBASE;  
A.O.E LAW AND ASSOCIATES, APC;  
DAVID INGRAM;  
DAVID INGRAM LAW, APC;  
ALICIA BLANCO, in her individual and official  
capacities as judge of Los Angeles Superior Court;  
TATYANA BETS, in her individual and official  
capacities as clerk of Los Angeles Superior Court;  
LINDA COMSTOCK, in her individual and official  
capacities as clerk of Los Angeles Superior Court;  
GEORGE CORONA, in his individual and official  
capacities as Chief trial Counsel of State Bar of  
California;  
SUPERIOR COURT OF STATE OF CALIFORNIA,  
LOS ANGELES COUNTY;  
DOE DEFENDANTS 1 through 10, inclusive,  
Defendant

COMPLAINT FOR DAMAGES,  
INJUNCTIVE AND DECLARATORY  
RELIEF 2:25-cv-03980-SVW-KS

Case No.: ( To be assigned )

1. Domestic Violence (California  
Civil Code Section 1708.6)
  - A. Fraud
  - B. Forgery
  - C. Lawfare (including perjury and  
Abuse of Legal Process)
  - D. Coerced Debt
  - E. Identity theft
  - F. Falsified Court Records and  
Docket Tampering
2. Infliction of Emotional Distress
3. Breach of Fiduciary Duty
4. Fraud
5. Violations of 42 U.S.C. § 1983  
Fourteenth Amendment: Due  
Process
  - A. Deprivation of Property based  
on Race/Age/Gender/Marital  
status/Financial status Equal
  - B. Conspiracy to Deprive Plaintiff  
of Property without Due  
Process

C. Denial of Equal Access to  
Court

6. Title VI of the Civil Rights Act
7. Violence Against Women  
Reauthorization Act, 42 U.S.C. –  
§12395(b): Gender-Based  
Violence and Discrimination

DEMAND FOR TRIAL BY JURY

## COVER SUMMARY OF CLAIMS

This action arises from a wide-ranging conspiracy to deprive Plaintiff of constitutional and statutory rights under color of law. Plaintiff asserts:

- Fraud Upon the Court through forged judicial documents, including a fraudulent bifurcation judgment, perjury, and falsified transcripts, carried out in collusion with court officers and attorneys.
- Concealment of Community Property, including the hidden proceeds of international legal contracts exceeding \$100 million in value, fraudulently obtained during the marriage and unlawfully withheld from Plaintiff.
- 42 U.S.C. § 1983 violations for deprivation of due process, equal protection, access to courts, and property rights.
- 42 U.S.C. § 1985(2) and (3) claims for conspiracy to obstruct justice and interfere with civil rights.
- Fraudulent Conveyance of community assets through false instruments, nominee ownership structures, and strategic post-judgment real estate acquisitions.
- Disability Discrimination and Retaliation under the Americans with Disabilities Act (ADA) for denial of reasonable accommodations and advocate access.
- Gender-Based Discrimination under the Equal Protection Clause and Title VI of the Civil Rights Act of 1964, based on systemic family court bias favoring male litigants.
- Violation of the Violence Against Women Act (VAWA) through litigation abuse constituting ongoing domestic violence, coercive control, and financial strangulation.
- Legal Malpractice and Breach of Fiduciary Duty by former counsel, who abandoned Plaintiff mid-trial and suppressed evidence critical to Plaintiff's claims.
- Identity Theft and Financial Abuse, including fraudulent filings in Plaintiff's name, concealment of marital assets, and manipulation of financial records.
- Negligence and Deliberate Indifference by court clerks, court reporters, and the State Bar in facilitating and covering up fraudulent activity.

Plaintiff seeks compensatory damages, punitive damages, disgorgement of

1 concealed assets, imposition of constructive trusts over fraudulently acquired  
2 properties, vacatur of fraudulent judgments, declaratory relief, injunctive relief,  
3 and all other relief deemed just and proper.  
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I.  
INTRODUCTION

1. This action arises out of systemic judicial misconduct, **fraud upon the court**, docket tampering, unlawful denial of due process, collusion between officers of the court and private attorneys, and retaliatory actions to suppress Plaintiff's access to justice following a prolonged and abusive family law proceeding. It further arises from fraud upon the court in a family law proceeding filed in DEFENDANT LOS ANGELES SUPERIOR COURT ("LASC") and the forgery of judicial signatures and court records, including the fraudulent creation of a fictional procedure, a fictional hearing of a fictional bifurcated divorce proceeding, and submission of a forged divorce decree and a falsified Notice of Entry of Judgment by DEFENDANT ALICIA BLANCO ("J. Blanco") and DEFENDANT ANTHONY EGBASE, ("Egbase"), an attorney and the former husband of PLAINTIFF EJEME JOYCE AIRE ("Aire"). The fraudulent family law action was filed in a moribund dissolution case that Egbase had originally opened in 2007 in *Egbase v. Aire*, Case No. LD051587, and then abandoned after the couple reconciled.
2. In October 2016, the Bloom firm agreed to represent Aire. Rather than move to dismiss Egbase's earlier proceeding because it had lain dormant for over eight years, or alternatively, immediately start enforcing the

orders of child and spousal support, the firm did nothing except *to stipulate to dismiss Aire's case BD645011 without Aire's knowledge making her extraordinarily vulnerable in court.*

3. In April 2016, following a troubling discovery that Defendant Egbase had been secretly renting a condominium outside the marital home, Aire sought preliminary legal advice from her friend, Attorney Manny Ibay, regarding a potential petition for legal separation. After seeking guidance from her father and reflecting on the situation, Aire instructed Mr. Ibay not to take any further legal action at that time, choosing instead to attempt to preserve and reconcile the marital relationship.
4. Unbeknownst to Aire, Mr. Ibay filed the petition for legal separation sometime in May 2016 without her express authorization. At the time of this filing, Aire and Defendant Egbase were actively reconciling and had traveled together to Atlanta, Georgia, where they spent time as a family.
5. On July 31, 2016, Defendant Egbase returned from a trip to Nigeria. The following day, on August 1, 2016, Plaintiff Aire confronted Egbase regarding his refusal to submit her citizenship application and uncovered Egbase's financial misconduct, including unauthorized transfers, which exceeded over \$2 million in community funds to offshore accounts through third-party intermediaries. In response, Plaintiff formally

1 informed Egbase of her decision to end the marriage. Egbase vacated the  
2 marital residence that same day, establishing August 1, 2016, as the legal  
3 date of separation in *accordance with In re Marriage of Davis (2015)*.  
4

5 Aire immediately instructed attorney, Manny Ibay, to proceed with  
6 serving Egbase with the pending petition.  
7

- 8 6. In light of these events, Plaintiff retained The Bloom Firm in October  
9 2016, intending to file for dissolution of marriage. However, The Bloom  
10 Firm proceeded with using the prior legal separation petition originally  
11 filed by Mr. Ibay under **BD 640511. Defendant Egbase was formally**  
12 **served on October 29, 2016**, as confirmed by the Proof of Service.  
13

14 Plaintiff, due to her dyslexia, was unaware of the legal distinction  
15 between legal separation and dissolution of marriage, a fact that  
16 Defendant Egbase, an experienced attorney, exploited throughout the  
17 proceedings.  
18

- 19 7. Immediately after being formally served with the legal separation petition  
20 on October 29, 2016, Defendant Egbase took swift legal action to regain  
21 control over the narrative of the proceedings. On November 4, 2016,  
22 Egbase executed a Substitution of Attorney form (filed November 7,  
23 2016), formally removing himself as his own attorney of record and  
24 retaining Maya Shulman of the Shulman Family Law Group as his  
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counsel. The substitution was filed in case LD051587 despite the fact that Plaintiff's pending matter, BD640511, had not yet been dismissed. This timing is significant because it reflects Defendant Egbase's premeditated strategy to revive the previously dormant LD051587 case, in which he was the petitioner, rather than proceed under the BD640511 matter that Plaintiff had initiated.

8. Egbase's swift retention of counsel immediately upon service also supports Plaintiff's broader contention that he had always **intended to avoid a fair litigation under Plaintiff's terms**. His use of procedural mechanisms, including exhuming an inactive case where he maintained petitioner status, demonstrates **calculated manipulation of the judicial process**. Further, his reactivation of the LD051587 docket just days after Plaintiff's counsel served the separation petition reveals a coordinated effort to derail Plaintiff's pursuit of marital justice and spousal support. This maneuver set the stage for a series of procedural abuses, improper filings, and judicial bias that ultimately denied Plaintiff access to a fair and impartial tribunal.

9. Plaintiff's dyslexia, which impairs her ability to differentiate complex legal terminology, contributed to her misunderstanding of critical procedural developments. Exploiting the lapse caused by The Bloom

1 Firm's withdrawal, Egbase, an experienced attorney well-versed in court  
2 procedures, improperly diverted litigation into the previously dormant  
3 LD 051587 case. As a result, Aire was compelled to represent herself pro  
4 se, leaving her at a distinct disadvantage. Egbase then manipulated the  
5 proceedings by asserting inconsistent and contradictory dates of  
6 separation—claiming separation occurred in 2007, later shifting to 2015,  
7 and ultimately testifying at trial that the move-out date was April 2016.  
8 However, during prior hearings before Commissioner Alicia Blanco,  
9 Egbase had identified August 2016 as the date he vacated the marital  
10 home. These conflicting assertions were used by Egbase to obscure the  
11 true facts and undermine Aire's position during trial.  
12  
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17 PATTERN OF POLITICAL INFLUENCE AND ABUSE OF  
18 POWER

19 10. Egbase exploited his financial standing, professional status, and extensive  
20 political connections to corrupt the judicial process and engineer a  
21 litigation environment fundamentally hostile to Plaintiff Aire. While Aire  
22 was left financially devastated and legally unsupported, Egbase leveraged  
23 his economic resources and entrenched political ties to insulate himself  
24 from judicial accountability and directly manipulate the outcome of the  
25 proceedings.  
26  
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11. Egbase misappropriated marital assets, channeling funds to high-profile political fundraisers and making personal political donations—approximately \$10,000 toward a fundraiser for Karen Bass and over \$20,000 during the 2016 election cycle—while falsely claiming indigence in Los Angeles Superior Court to minimize his spousal and child support obligations.



12. Invitation to a 2021 political fundraiser hosted at Plaintiff's former residence by Defendant, Anthony Egbase in support of mayoral candidate Karen Bass. The event took place less than one year after Plaintiff and her son were unlawfully evicted during the pandemic. Plaintiff alleges the event was funded through undisclosed community assets concealed during divorce litigation





Photo of Defendant Anthony Egbase with Mayor Karen Bass at a political fundraiser held at 4852 Queen Florence Lane.

13. This was not merely the failure of a single judicial officer or legal representative—it was the orchestration of a systemic scheme where Egbase’s wealth and political entrenchment enabled him to skew the administration of justice, stripping Plaintiff Aire of due process and perpetuating fraud upon the court.

14. In late 2016, when Aire sought records from the Van Nuys Courthouse, she was informed that LD 051587 had been archived, as it had been dormant for years. Despite this, Egbase, with the cooperation of court personnel, unlawfully reactivated the case, bypassing mandatory dismissal procedures under California Code of Civil Procedure § 583.310. The case was then assigned to Judge Shirley Watkins, with no report how it was reassigned to Commissioner Alicia Blanco, who

1 collaborated with Egbase to falsify and produce a forged divorce decree  
2 judgment, resulting in grave violations of Aire's constitutional and  
3 procedural rights.  
4

5 The Egbase-Blanco Collusion: Fabrication of Court Proceedings and  
6 Judicial Fraud in 2017  
7

8 15. This conspiracy revived an abandoned dissolution action Egbase had  
9 filed in 2007 in *Egbase v. Aire*, Case No. LD 051587, which had lain  
10 dormant due to the couple's reconciliation.  
11

12 16. What Egbase and J. Blanco (at the time, a commissioner) pulled off in  
13 LASC in 2017 is frightening and disturbing. If they can get away with  
14 their crime, which not only included forging court documents but  
15 actually creating an alt universe in which a hearing took place which  
16 never did, and a judgment of divorce was granted which never happened,  
17 a fictional hearing conducted by a judge which never heard it, then any  
18 kind of fraud and white-collar crime can be pulled off in LASC, causing  
19 enormous and untold harm to innocent litigants.  
20  
21

22 17. Egbase's motive for enlisting the services of J. Blanco to pull off this  
23 fraud was greed, pure greed. He did not want Aire to know about his  
24 earnings in 2015 and 2016 and that in 2016 he had received an attorney  
25 fee of over a million dollars from the Nigerian government.  
26  
27  
28

1 18.He convinced J. Blanco to join with him in perpetrating the fraud and  
2 creating the false alt universe of a proceeding, a hearing, and a judgment  
3 so that he could file his income taxes for 2015 and 2016, which were  
4 already overdue, as a single unmarried person—an act that constitutes tax  
5 fraud, as he was still married for those tax years. Aire did not learn of the  
6 million-dollar payment until after she had lost her property and support in  
7 court. **This conduct not only defrauded Plaintiff but also constituted**  
8 **federal tax fraud in violation of 26 U.S.C. § 7206(1) and 18 U.S.C. §**  
9 **371 (conspiracy to defraud the United States).**  
10

11 19.The astounding fraud of J. Blanco and Egbase set the tone and infected  
12 the dissolution proceeding of Egbase and Aire. Because it did, the details  
13 of the fraudulent divorce are alleged here in the Introduction because it  
14 was so shocking and because it was the first act of litigation in the family  
15 law proceeding.  
16

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21 INITIATING THE LITIGATION WITH HIS CONSPIRACY WITH  
22 J. BLANCO TO FILE A FORGED DIVORCE DECREE WAS EGBASE’S  
23 SHOT ACROSS THE BOW SIGNALLING TO AIRE WHAT SHE  
24 WOULD BE FACING TO OBTAIN HER FAIR SHARE OF PROPERTY  
25 AND SUPPORT.

26 20.Egbase immediately introduced the fraud and forgery he had been  
27 engaging in during the marriage into the court proceeding. J. Blanco  
28 entered into a conspiracy with him to file a forged “judgment of

1 bifurcation [of dissolution, or termination of marriage status]” (Rule  
2 5.390), which is so ridiculous that the only reason the Blanco/Egbase  
3 conspiracy succeeded is because there is zero regulation and  
4 accountability of commissioners and judges at LASC.  
5

6  
7 21. The proof of forgery is found in the judgment documents J. Blanco and  
8 Egbase concocted, with critical disparities appear between the “original”  
9 document filed with the court and the “conformed” copy, see **Exhibit A**  
10 **and B (attachment)**, introduced at trial—both purporting to represent the  
11 same judgment. These documents display distinct handwriting, clerical  
12 markings, and judicial signatures that are inconsistent, the case summary,  
13 the declaration of Ms. Kulik, Egbase’s former attorney who was  
14 representing him at the time Egbase and J. Blanco concocted the  
15 fraudulent judgment, time records of both attorneys for the parties, and  
16 the daily courtroom calendars for Judge Shirley Watkins between the  
17 dates of November 2016 and October 2017 (if they still exist), besides  
18 Aire’s oath that she never attended a contested hearing on Egbase’s  
19 motion (“Request for Hearing”, or “RFO”) for bifurcation for termination  
20 of marriage status in Judge Shirley Watkins’ courtroom or in any other  
21 judge’s courtroom.  
22  
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1 22.Aire contacted Anthony Egbase's former attorney Annette Kulik and her  
2 former attorney (limited scope), Shannon Payne. Both attorneys  
3 confirmed that they had no knowledge of the bifurcation regarding  
4 termination of marriage status, and Kulik confirmed she had never  
5 represented Egbase in any hearing related to it. Kulik also signed a  
6 Declaration on August 8, 2017, stating she had never attended a hearing  
7 on behalf of Egbase seeking a bifurcation of dissolution (termination of  
8 marriage).

9  
10  
11  
12 A. The judgment itself does not indicate the date of the hearing  
13 (because the hearing never occurred.)  
14

15 B. On p.1 of the judgment at No. 4(a)(1), it states that the judgment of  
16 bifurcation (i.e., divorce) was entered on May 24, 2017, but on p.2  
17 of the judgment next to Blanco's stamped signature or written  
18 signature (depending on which version of the judgment one is  
19 reviewing) it states the judgment was entered on August 3, 2017.

20  
21 **Because of their fraud, J. Blanco and Egbase confused the**  
22 **(concocted) date of the entry of (non-existent) judgment (in**  
23 **their imaginary universe, May 24, 2017) with the date of notice**  
24 **of entry of (concocted) judgment which occurred on August 3,**  
25 **2017.**  
26  
27  
28

1 C. The “judgment” states that it was received by LASC on June 2—,  
2 2017 (second number not legible) for notice of entry of judgment.  
3

4 D. According to Annette Kuilk’s billing statement, on May 23, 2017,  
5 Egbase requested for his attorney to prepare “Draft/revise dates on  
6 Bifurcation request”.  
7

8 E. The notice of entry of judgment was not filed until August 3, 2017,  
9 **75 days after the fictional hearing** pronouncing entry of  
10 judgment of bifurcation on May 24, if May 24 was the date of the  
11 hearing. This was done purposely to throw off the sleuths. As  
12 shown, *infra*, Egbase did file a noticed motion for bifurcation  
13 judgment on June 28. By ensuring the notice of entry of judgment  
14 was not filed until August 3, 2017, it masks the false date of the  
15 judgment of bifurcation of May 24 and that the bifurcation had  
16 occurred after Egbase had filed his (real) RFO for bifurcation.  
17

18 F. The “conformed” notice of entry of judgment copy does not  
19 “conform” to the original notice because it is different from the  
20 “original” notice of entry. The signatures of the clerk are distinctly  
21 different, possibly because one clerk signed one forged notice of  
22 entry, and another clerk signed yet another forged notice of entry.  
23  
24  
25  
26  
27  
28

1 The document, submitted for trial, marked Ex. 000001, by Egbase,  
2 has Egbase's handwriting on it, signing for the clerk P. Morejoin.  
3

4 G. The "judgment" states a contested hearing was held on some  
5 unknown date. Egbase and his attorney Annette Kulik were  
6 present. Besides Kulik's declaration stating she never attended any  
7 hearing on termination of status on behalf of Egbase, her  
8 time/billing records also do not show she was in court on some  
9 unknown date in a contested hearing on the bifurcation of marital  
10 status motion between November 2016 and October 4, 2017 (if  
11 even then), in which May 24, 2017, was selected as the date the  
12 marriage was dissolved (i.e., divorce was granted).  
13  
14  
15

16 H. To facilitate this fraudulent operation, Egbase orchestrated the  
17 substitution of his attorney, Annette Kulik, on August 10, 2017,  
18 after instructing her on May 23, 2017, to prepare documents for the  
19 bifurcation dissolution of marriage to review, as evidenced by her  
20 billing statement. By substituting Kulik, Egbase ensured all  
21 forwarded documents would be mailed directly to him, bypassing  
22 his prior counsel. This maneuver allowed Egbase to maintain  
23 control over communications and court filings, including the use of  
24 Kulik's letterhead to commit fraud.  
25  
26  
27  
28

1 I. The “judgment” states that Aire was present without an attorney,  
2 She was never present at a contested hearing on bifurcation at any  
3 time, ever, with or without an attorney.  
4

5 J. There are two different second pages of the judgment. J. Blanco’s  
6 name appears as signing this “judgment,” but according to p.1 of  
7 judgment, Judge Shirley Watkins was the hearing officer, not  
8 Commissioner Blanco, at the contested hearing. On one second  
9 page, J. Blanco’s name is stamped, and J. Watkins’ typed name is  
10 whited out. On the other second page, J. Blanco’s signature  
11 appears, maybe twice, and so does J. Watkins’ name typed in.  
12 Later, in a hearing, in October 2017, J. Blanco and Egbase  
13 gaslighted Aire as J. Blanco argued that there had never been a  
14 hearing on the bifurcation where she was present (true), while both  
15 of them insisted the hearing had taken place. Aire did not confront  
16 J. Blanco with the fact she had signed the forged bifurcation  
17 judgment. J. Blanco did admit she was not present at the contested  
18 hearing (and yet signed the judgment). J. Blanco stated she was  
19 certain Aire was present at the hearing, and it was contested  
20 because the forged document stated Aire was present and the  
21 hearing was contested. This is question begging since Egbase/J.  
22  
23  
24  
25  
26  
27  
28



1 Blanco forged the document, thus relying on their own forgery to  
2 gaslight Aire.  
3

4 K. Even if this fictional hearing occurred before J. Watkins – which it  
5 did not because it never happened – Commissioner Blanco was not  
6 involved in the Egbase case, and there is no stipulation of the  
7 parties allowing her to serve as a judicial officer in the case until  
8 August 24, 2017. Without a signed stipulation of the parties, **J.**  
9 **Blanco was without jurisdiction even to sign a forged judgment**  
10 **on August 3, 2017,** let alone an authentic one. Neither Egbase nor  
11 J. Blanco nor LASC has explained why, if the hearing was  
12 conducted by J. Watkins, the judgment was not signed by J.  
13 Watkins.  
14  
15  
16  
17

18 L. The case summary conclusively establishes that Egbase or his  
19 attorneys never filed a noticed motion or ex parte application  
20 seeking a bifurcation of termination of marriage status between  
21 November 2016 when Egbase illegally revived his expired  
22 dissolution case and May 24, 2017, the date Egbase and J. Blanco  
23 chose as the date the divorce or bifurcation was granted in a  
24 fictional contested hearing before J. Watkins.  
25  
26  
27  
28

1 M. The case summary does not indicate that Judge Shirley Watkins  
2 conducted a contested hearing on Egbase's RFO or ex parte  
3 application for a bifurcation between November 2016 and May 24,  
4 2017.  
5

6 N. Egbase filed a noticed motion for bifurcation of marital status on  
7 June 28, 2017, with a hearing date of October 4, 2017. This is, in a  
8 word, crazy making. He was supposedly present at a contested  
9 hearing on a date when J. Watkins granted his motion for a divorce  
10 judgment effective May 24, 2017. The judgment of termination of  
11 status was entered on May 28, 2017, according to the judgment J.  
12 Blanco signed. As stated above, before June 28, 2017, there is no  
13 entry in the case summary for Egbase's noticed motion or ex parte  
14 application for bifurcation nor is there an entry in the case  
15 summary showing that a contested hearing on Egbase's  
16 nonexistent RFO or motion for bifurcation occurred on May 24,  
17 2024, or at any other time between November 2016 and August 3,  
18 2017.  
19

20 O. Aire was very puzzled when she received Notice of Entry on  
21 Judgment and the "[deficient] Judgment of marital status"  
22 sometime in August 2017 when just prior to the receipt of the  
23  
24  
25  
26  
27  
28

1 judgment she had received Egbase's June 2017 Motion to  
2 Bifurcate. It took her some time to realize that the judgment was a  
3 fraud.  
4

5 23. This fraud occurred early on in the litigation, about six months after  
6 Egbase reopened his expired dissolution case. It set the stage and was an  
7 omen of what was to come for Aire, fraud and litigation abuse resulting  
8 in destitution for Aire. LASC endorsed this fraud and J. Blanco/Egbase's  
9 forgery of court documents.  
10  
11

12  
13 **Egbase's Hidden \$100 Million+ Contract Proceeds, Concealment**  
14 **of Community Assets, and Plaintiff's Demand for Her 50%**  
15 **Interest**

16 24. During the marriage between Plaintiff Ejeme Joyce Aire ("Plaintiff") and  
17 Defendant Anthony O. Egbase ("Egbase"), both parties jointly supported  
18 Egbase's legal career, with Plaintiff actively promoting and participating  
19 in Egbase's public relations efforts to attract high-profile international  
20 contracts.  
21  
22

23 25. Egbase established two separate law practices during the intact marriage  
24 — A.O.E. Law & Associates, Inc. (California) and Anthony Egbase &  
25 Associates (Nigeria) — both of which operated to capture the substantial  
26  
27  
28

opportunities developed through marital labor and marital sacrifices, thus rendering their revenues community property under California law.

26.

CORPORATE AFFAIRS COMMISSION  
(Established under Companies and Allied Matters Act 1, 1990)  
P.M.B. 198, ABUJA

CACEN/A.1  
BN: No. 1ST

COMPANIES AND ALLIED MATTERS ACT 1990  
FORM OF APPLICATION FOR REGISTRATION OF BUSINESS NAME

(A) The business name: ANTHONY EGBASE AND ASSOCIATES

(B) The general nature of the business  
LEGAL PRACTICE

(C) The full address of the principal place of business  
50/52, BROAD STREET, #1340 LAGOS ISLAND

(D) The full address of each branch (if any)  
7, THOMAS SAMAKARA STREET, ASEKORO, BENUE STATE

(E) Particulars of the Partners (other than Corporations)

I. Name: ANTHONY OBEH EGBASE Sex: MALE  
Residential Address: 5B, THOMPSON AVENUE, IKOYI, LAGOS STATE  
Occupation: NIGERIAN Any former Nationality: NIL Age: ADULT  
Passport Photograph: [Attached]

II. Name: \_\_\_\_\_ Sex: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Any former Nationality: \_\_\_\_\_ Age: \_\_\_\_\_  
Passport Photograph: \_\_\_\_\_

27. At no point during the dissolution proceedings did Egbase disclose, violated his fiduciary duties under California Family Code §721 and §1100.

- The Nigerian law firm (Anthony Egbase & Associates).
- The revenues and receivables earned abroad.
- His increasing financial interests' post-contracts.
- The international luxury purchases funded by hidden proceeds.

### **Nigerian Government Contracts and Cases Secured During the Marriage**

28. On or about March/April 2016, Defendant Egbase, individually and through A.O.E. Law and Anthony Egbase & Associates, was engaged

1 by the **Federal Government of Nigeria** and secured at least seven (7)  
2 major cases/contracts, including but not limited to:  
3

4 **29.The Abacha Loot Recovery (\$550 Million)** - United States v. All Assets  
5 in Account No. 80020796 (Case No. 1:13-cv-01832).  
6

7 **30.The Alamieyeseigha Asset Recovery** (Boston assets) - United States v.  
8 Solomon & Peters, Ltd. (Case No. 8:11-cv-00662-RWT and 1:11-cv-  
9 10606-RWZ).  
10

11 **31.The James Ibori Asset Recovery** - Queen's Bench Division & U.S.  
12 District Court enforcement actions.  
13

14 **32.Federal Republic of Nigeria v. M/Y Galactica Star Yacht** - U.S.  
15 District Court (Texas) civil forfeiture of luxury yacht valued at \$144  
16 Million (Case No. 4:17-cv-02166).  
17

18 **33.The IPOB Lawsuit Defense** - Doe v. Tukur Yusuf Buratai et al. (Case  
19 No. 1:17-cv-01033, U.S. District Court, D.C.) where Egbase represented  
20 27 Nigerian top officials against allegations of human rights violations.  
21

22 *(Case No. 1:17-cv-01033-DLF) - IPOB case dismissed based on*  
23 *jurisdiction and foreign-official immunity grounds)*

24 **34.Abuja v. Alison-Madueke Assets Recovery** - Action to recover \$144  
25 Million in luxury assets, including apartments and a yacht seized in the  
26 United States.  
27  
28

1 35. Additional Unlisted Cases - initiated and anticipated based on letters  
2 from **the Attorney General of Nigeria** confirming future enforcement  
3 and asset recovery actions.  
4

5 36. Each engagement carried potential legal fees of approximately **40%** of  
6 recovered assets, per standard contingency agreements used for  
7 international recovery actions, confirmed by comparable cases such as  
8 the **Godson Nnaka claim** ( Nigerian attorney based in America) in the  
9 U.S. District Court (seeking 40% of recovered funds).  
10

11 37. Both corporations (**A.O.E Law & Associates, Inc and Anthony Egbase**  
12 **& Associates**) were involved in representing sovereign clients like the  
13 Federal Republic of Nigeria and engaged in highly lucrative asset  
14 recovery operations.  
15  
16

17 38. **Despite this, Egbase falsely represented himself during trial**  
18 **proceedings as lacking any substantial income**, further defrauding the  
19 court and the community property estate.  
20  
21

### 22 **Marital Contributions and Ongoing Relationship**

23 39. Plaintiff made substantial, uncompensated contributions of labor,  
24 emotional support, and public relations work which directly enhanced  
25 Defendant's professional standing and ability to secure lucrative  
26  
27  
28

1 international contracts, including but not limited to the contracts awarded  
2 by the Federal Republic of Nigeria. :  
3

4 Organizing and participating in events (e.g., Special Olympics at USC  
5 to showcase Nigerian community).

6 Promoting Defendant's reputation in Nigerian diaspora communities.

7 Attending government-related events and public relations  
8 engagements.

9 Maintaining the family home and raising the children, freeing  
10 Defendant to travel extensively.

40. On or about August 2, 2015, Plaintiff and Egbase jointly attended and co-

11 hosted the **"Team Nigeria Wins Big" Posted on Anthony Egbase**

12 **Facebook page, on August 5, 2015.** event at the Special Olympics held

13 at the University of Southern California (USC), alongside Nigerian

14 representatives and California dignitaries. This public relations event was

15 strategically orchestrated to raise Egbase's profile among Nigerian

16 government officials. Importantly, this event occurred after the **false date**

17 **of separation claimed by Egbase (February 22, 2015)**, clearly

18 demonstrating the intact marital partnership during the critical time of

19 contract acquisition.  
20  
21  
22

41. Plaintiff's active and visible participation in these activities was

23 instrumental in boosting Egbase's candidacy for multimillion-dollar

24 Nigerian government asset recovery contracts.  
25  
26  
27  
28



42.Egbase's Thanksgiving text messages sent -2015 also support the fact that he was predominantly residing and working in Nigeria during that critical time, **pursuing contracts** that bore fruit in early 2016. His consistent absence, as confirmed by:

Travel schedules

Communications

Work product from Nigeria

Numerous letters and contracts dated **March 2016**

43.All affirm that the contracts, profits, and future entitlements were fruits of labor during the marriage, and thus **presumptively community property** under **California Family Code §760**.

44.The strong meaning of the text messages is that **while Egbase was sending affectionate messages remotely**, his physical location and professional focus were geared toward business efforts in Nigeria. He



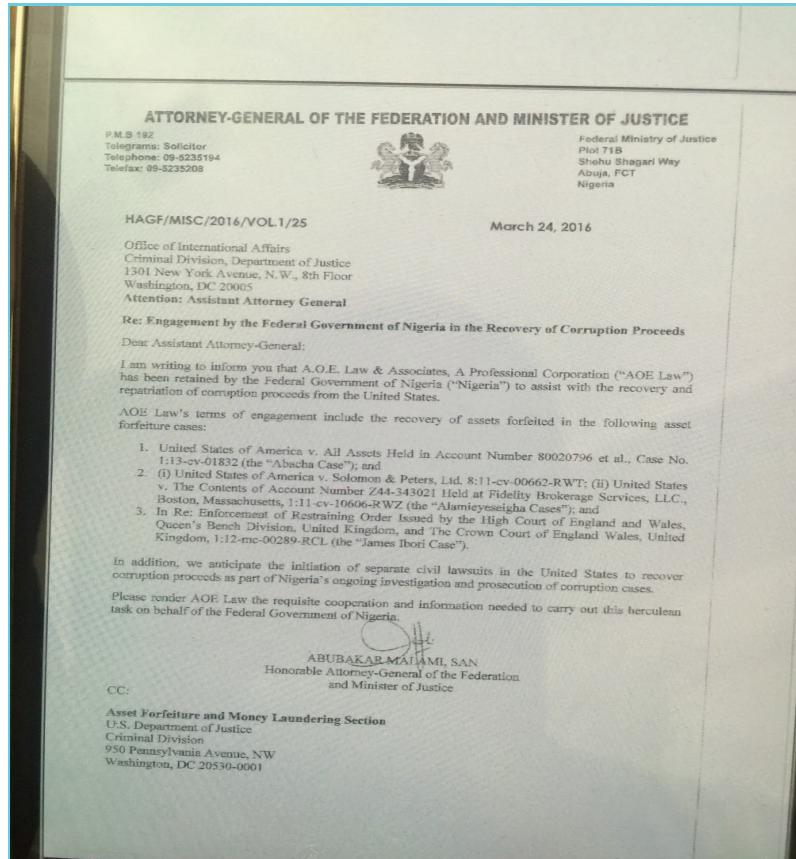
1 made calculated moves to secure massive contracts **for personal gain,**  
2 intending to exclude the spouse from the resulting wealth.  
3

4 45.Egbase spent over **90% of his time between 2014 and 2016** in Nigeria,  
5 working actively to secure high-value, government-related contracts. His  
6 efforts paid off when, in **March 2016**, during the marriage, he was  
7 **retained by the Federal Government of Nigeria** to represent the  
8 country in major corruption and asset recovery cases.  
9  
10

11 46.By fraudulently misrepresenting the date of separation and failing to  
12 disclose material assets, Defendant Egbase:

- 13 • Breached his **fiduciary duty** under California Family Code §§ 721
- 14 and 1100,
- 15 • Engaged in **constructive fraud** and **intentional concealment,**
- 16 • Deprived Plaintiff of her lawful **50% community property interest**
- 17 in proceeds conservatively estimated at **over \$100 million.**

18 47.In March 2016, Egbase and A.O.E. Law were officially retained by the  
19 Federal Government of Nigeria to represent Nigeria's interests in  
20 multiple high-value asset recovery matters, including but not limited to:  
21  
22  
23  
24  
25  
26  
27  
28



48. Additionally, Egbase, through A.O.E, Law, represented the **Federal Republic of Nigeria** and over 27 top Nigerian officials in defense of claims brought by the **Indigenous People of Biafra (IPOB)** in the United States District Court for the District of Columbia. This case, involving hundreds of millions of dollars, was successfully dismissed in favor of Nigeria and its officials in July 2018.

(See, “Federal Government wins case filed by IPOB in U.S. District Court.”, Linda Ikeji’s Blog, July 24, 2018.)

1 49.Plaintiff alleges based on documentation and public reports that **Egbase**  
2 **received payments exceeding \$200 million+ for these representations.**

3  
4 50.Egbase's own contemporaneous messages reinforce the marital  
5 partnership's **sacrifices** toward this achievement. **In a Thanksgiving**  
6 **2015 Facebook Messenger exchange, Egbase wrote:**

7  
8 51. *"My darling and my wonderful boys. I wish you all happy Thanksgiving. I*  
9 *want you to know it hurts not to celebrate this Thanksgiving holiday with*  
10 *you. However, sometimes we have to make sacrifices so that we have*  
11 *better and more prosperous Thanksgivings in years to come. I love you*  
12 *and I hope you join me in this sacrifice."*  
13  
14

15 52.Plaintiff responded affirmatively, evidencing continued marital unity and  
16 disproving Egbase's fabricated claims of early separation.

17  
18 53.Following the success of these contracts, Egbase engaged in substantial  
19 financial transactions that directly reflect the concealment of community  
20 assets, including:  
21

22 - Paying down over \$820,000 in mortgage obligations on 4852 Queen  
23 Florence Lane between November 2015 and April 2016. Immediately after  
trial.

24 - Purchasing 10909 Balantrae Lane, Potomac, Maryland, for  
25 \$1,499,000 (July 16, 2021).

26 - Purchasing 3199 Bel Air Drive, Las Vegas, Nevada, for \$1,438,800  
(December 23, 2021).

27 54.In addition to luxury real estate, Egbase acquired multiple high-value  
28

1 vehicle shortly after the trial concluded :

- 2 - **A Brand-New Chevrolet Suburban SUV**
- 3 - A Brand-New Ford Mustang sports car
- 4 - A Mercedes-Benz G-Wagon (G63 AMG) luxury SUV
- 5 - Two (2) Brand New Tesla vehicles

6 Including a Model 3 and a Model S.

7 55.Egbase intentionally failed to disclose the existence of these Nigerian

8 contracts, the contingency payments, or the resulting assets during

9 marital dissolution proceedings, breaching his fiduciary duties under

10 California Family Code §§ 721 and 1100.

11 56.Egbase's concealment constitutes extrinsic fraud warranting equitable

12 remedies, including the setting aside of prior judgments under California

13 Code of Civil Procedure § 473(d).

14 *In re Marriage of Rossi (2001) 90 Cal.App.4th 34: Concealment of post-*  
15 *separation lottery winnings was held fraud*

## 16 **Fraudulent Trial Misrepresentations and Post-Trial**

### 17 **Conduct Throughout the trial:**

18 57.Egbase presented himself as destitute, driving a Toyota, unable to pay his

19 son's school fees, and burdened with three folders of unpaid debts.

20 58.He testified falsely that he was financially struggling, and his properties

21 were under foreclosure.

22 59.He never disclosed his substantial earnings from the Nigerian

23 government cases or his newly established firm in Nigeria.

1 60.However, immediately after the trial concluded in November 2019 - and  
2 even before the final judgment was signed - Egbase began making large  
3 payments on the family property located at 4852 Queen Florence Lane,  
4 which he had previously defaulted on since February 2017.  
5

6 **During litigation (2017-2019):**  
7

8 61.Egbase deliberately withheld mortgage payments on the family home to  
9 create the impression of financial hardship while using legal tactics (as a  
10 bankruptcy attorney) to stall foreclosure proceedings.  
11

12 **After trial (Nov-Dec 2019):**  
13

14 62.Egbase resumed payments on substantial arrears, quickly paying off  
15 loans and liens once it became clear the property would be awarded  
16 solely to him under Judge Christine Byrd's judgment.  
17

18 63.Egbase stopped paying the mortgage in February 2017 but strategically  
19 resumed payments only after he secured ownership through the trial  
20 verdict. This behavior further supports Plaintiff's contention that Egbase  
21 had undisclosed sources of funds and manipulated the judicial process.  
22  
23  
24  
25  
26  
27  
28

**Community Property Interest in Contracts Awarded During Marriage**

64.Regardless of the nominal designation under which the Nigerian government contracts were awarded, Plaintiff alleges that the contracts, earnings, and resulting assets are properly characterized as community property under California Family Code § 760. Under California law, community property includes all earnings, efforts, skills, labor, and opportunities acquired during marriage, irrespective of title or registration.

65.Here, the contracts awarded to Defendant Anthony O. Egbase and/or his associated law firms (A.O.E. Law & Associates, Inc. and Anthony Egbase & Associates) were obtained through sustained efforts, goodwill, business development, and labor undertaken during the marriage, with substantial contributions from Plaintiff, including public relations support, family sacrifices, promotional activities, and maintenance of the marital household while Defendant traveled extensively to secure these contracts.

66.As such, the contracts themselves, the contingency fees, recovered funds, law firm receivables, and all resulting real and personal property

1 acquisitions constitute community property in which Plaintiff holds a  
2 vested 50% interest.

3  
4 67. Any attempt by Defendant to characterize the contracts or proceeds as  
5 "separate property" constitutes fraudulent concealment and breach of  
6 fiduciary duty under California Family Code §§ 721 and 1100.  
7

8 68. Plaintiff further alleges that the concealment of these lucrative  
9 engagements, and the proceeds flowing from them, materially deprived  
10 her of her rightful share of the community estate, warranting appropriate  
11 remedies including constructive trusts, disgorgement, punitive damages,  
12 and vacatur of fraudulently obtained judgments.  
13  
14

- 15 1. community property,  
16 2. 50% minimum interest,  
17 3. gross recoveries,  
18 4. equitable relief like constructive trust and  
disgorgement.

19 FOREIGN ASSET DIVERSION AND UNDISCLOSED  
20 INTERNATIONAL HOLDINGS

21 69. Plaintiff alleges that during the course of the marriage, Defendant  
22 Anthony Egbase used community funds to conduct business ventures  
23 and purchase real estate in Nigeria. Egbase maintained political and  
24 legal relationships with the Nigerian government and its entities,  
25 which he leveraged using community assets. These actions were  
26 concealed from Plaintiff, and Egbase never disclosed the existence,  
27 location, or financial benefits derived from these foreign holdings.  
28 Plaintiff seeks a full accounting of all assets acquired through  
government contracts, trusts, partnerships, or transfers involving the  
Nigerian government or affiliated entities, and requests the imposition  
of a constructive trust over any resulting property or proceeds.

II.  
JURISDICTION AND VENUE

70. This Court has jurisdiction under 28 U.S.C. § 1331 (federal question), as this case arises under the Constitution and laws of the United States, including 42 U.S.C. § 1983 (civil rights violations), forgery of court seals and judicial signatures, and Title VI of the Civil Rights Act. Plaintiff asserts violations of her rights to due process, equal protection, and access to the courts.

71. Supplemental jurisdiction is proper under 28 U.S.C. § 1367(a), as Plaintiff's state law claims arise from the same core of operative facts as the federal claims, forming part of the same case or controversy.

72. Venue is proper in the Central District of California pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred within this District, and the primary defendants, including judicial actors, attorneys, and court staff, reside or conduct business here.

73. Plaintiff also seeks declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202, to prevent further harm arising from continuing judicial fraud and constitutional violations under color of state law.

74. Defendants acted under the color of state law in their official capacities, abusing the judicial process to falsify records, fabricate a bifurcation



1 judgment, and strip Plaintiff of property and legal standing without a  
2 lawful hearing, in violation of Plaintiff's civil and constitutional rights.

3  
4 75. Plaintiff respectfully asserts that federal jurisdiction is proper and  
5 necessary to prevent ongoing harm, ensure impartial review, and preserve  
6 access to justice where state remedies have proven structurally  
7 inadequate or unavailable due to conflicts of interest and systemic  
8 failures.  
9

10  
11 76. Plaintiff, a pro se litigant, respectfully reserves the right to amend and  
12 supplement this complaint to include additional factual allegations and  
13 legal claims as may become apparent during discovery or further review.  
14

15  
16 III.  
17 PARTIES

18 77. Aire is a resident of Los Angeles County and the respondent in a family  
19 law case filed in LASC, *Egbase v. Aire*, Case No. LD 051587. She is the  
20 former wife of Egbase.  
21

22 78. Egbase is a resident of Los Angeles County and the petitioner in a family  
23 law case filed in LASC, *Egbase v. Aire*, Case No. LD 051587. He is the  
24 former husband of Aire. Egbase caused the harm Aire has suffered as  
25 alleged in this complaint.  
26  
27  
28

1 79.AOE LAW AND ASSOCIATES, APC also known as Anthony O.

2 Egbase & Associates Attorneys At Law is the law firm owned by Egbase.  
3  
4 Its office is located in Los Angeles. He also owns another law practice in  
5  
6 Nigeria, Anthony Egbase and Associates. Egbase has over 18 employees  
7  
8 in the L.A. office. The firm is the alter ego of Egbase and is liable for the  
9  
10 harm Aire has suffered as alleged in this complaint. Currently the law  
11  
12 practice is valued at over five million dollars.

13 80.DAVID INGRAM (“Ingram”) is an attorney licensed to practice in

14 California. He caused the harm alleged in this lawsuit while representing  
15  
16 Aire in the trial regarding support and division of property.

17 81.DAVID INGRAM LAW, APC is the name under which Ingram conducts

18 his law practice. Ingram caused the harm Aire has suffered as alleged in  
19  
20 this complaint.

21 82.SUPERIOR COURT OF STATE OF CALIFORNIA, LOS ANGELES

22 COUNTY, LASC is a court vested with judicial power of the State of  
23  
24 California pursuant to Article VI, Sec. 1, CA Constitution. Aire is suing  
25  
26 LASC for a declaratory judgment and for damages based on the status of  
27  
28 LASC as a recipient of federal funding. It caused the harm Aire has  
suffered as alleged in this complaint.

1 83.ALICIA BLANCO (“J. Blanco”) is a former commissioner who was  
2 appointed as a judge of LASC. She conspired with Egbase to file a forged  
3 court document, the “Bifurcation of Marital Status Judgment” by signing  
4 it in 2017. She caused the harm Aire has suffered as alleged in this  
5 complaint. She is sued in her individual and official capacity as former  
6 commissioner of LASC for a declaratory judgment.  
7

8  
9 84.TATYANA BETS (“Bets”) is a clerk employed by LASC. She is sued  
10 for a declaratory judgment in her individual and official capacities as  
11 clerk of LASC. She caused the harm Aire has suffered as alleged in this  
12 complaint.  
13  
14

15 85.LINDA COMSTOCK (“Comstock”) is a court reporter who falsified a  
16 transcript in the Egbase family case, causing harm to Aire. She caused  
17 the harm Aire has suffered as alleged in this complaint. She is sued for  
18 damages and for an injunction.  
19

20  
21 86.GEORGE CORONA, is the chief Counsel of the State Bar of California,  
22 is sued in his Official Capacities.  
23

24 IV.  
25 ADDITIONAL FACTS

26 CALIFORNIA FAMILY COURT IS A DANGER TO MOTHERS  
27 AND CHILDREN

28 Systemic Family Court Misconduct

1 87. Contrary to the assertion that Aire's case fell outside the systemic anti-  
2 woman practices of California family courts, Aire and her children were  
3 subjected to the very same institutionalized bias and misconduct.  
4  
5 Throughout the proceedings, multiple judges and attorneys colluded to  
6 marginalize Aire's parental rights and obscure the dangers posed by  
7  
8 Egbase.

9 88. In November 2017, during a custody hearing before Judge Slawson,  
10  
11 Egbase, despite being largely absent while residing in Nigeria,  
12 aggressively pursued 50/50 custody to minimize his child support  
13 obligations. Judge Slawson, aware of the broader pattern, warned:  
14  
15 "Throughout the years, I've had - I can't recall if it was two or three cases  
16 of children who attempted to kill themselves because their parents cannot  
17 stop fighting. You guys have been at this now for almost nine years of  
18 the divorce, just hanging there. So I just hope you focus not on  
19 yourselves, not on the money. Normally when people come in and say  
20 50/50, so, what that really means is child support, to get that number up.  
21  
22 The Court's done this, folks, for 17 years."

23  
24  
25 89. Following this, Judge Slawson privately interviewed the parties' minor  
26 son, who explicitly requested to only visit his father three days a year,  
27  
28

1 citing fear and apprehension. The judge assured the child that his wishes  
2 would be respected.  
3

4 90.However, in a conspiracy involving Judge Christine Byrd, Egbase, Aire's  
5 attorney David Ingram, court reporter Linda Comstock, and others, the  
6 minor's testimony was disregarded. Ingram failed to produce both the  
7 transcript of this critical testimony and Egbase's passport—evidence  
8 showing Egbase's near-permanent absence from the United States.  
9  
10

11 91.Instead, Judge Byrd used a DARVO tactic, casting doubt on Aire's  
12 fitness as a parent and ruling in favor of 50/50 custody, primarily to  
13 shield Egbase from financial responsibility. Post-trial, Egbase continued  
14 to alienate the children, refusing them access to the family home and  
15 avoiding meaningful parental contact.  
16  
17

18 92.Additionally, during trial proceedings, the court willfully ignored and  
19 suppressed crucial evidence regarding Aire's older son's severe mental  
20 health condition—an issue protected under Family Code § 3910. Aire's  
21 reports were erased from the transcript, and no adult child support order  
22 was entered. This negligence contributed directly to her son's psychiatric  
23 hospitalization under Section 2 of the UK Mental Health Act, causing  
24 lasting and irreparable harm.  
25  
26  
27  
28

1 93. Aire's case is emblematic of the broader failures of California's family  
2 court system, where anti-woman practices, judicial misconduct, and the  
3 erasure of critical evidence continue to harm mothers and children alike.  
4

5 Egbase subjected Aire to a prolonged pattern of domestic violence  
6 that extended beyond financial abuse into physical and psychological  
7 control. Egbase regularly exercised physical violence against Aire and  
8 their children, particularly targeting their older son, which was  
9 substantiated by a police report that was later suppressed by Aire's  
attorney.

10 94. Despite Aire's lack of knowledge, Egbase concealed large sums of  
11 community funds, diverting them to accounts in Nigeria under the names  
12 of third parties, including his sister, Victoria Egbase. Egbase also  
13 concealed the existence of a joint account that he managed without Aire's  
14 awareness, allowing him to transfer community funds abroad throughout  
15 the marriage.  
16  
17

18 A. In furtherance of his fraud upon the court and financial  
19 concealment, Defendant Egbase intentionally failed to disclose his  
20 international banking relationships, including an active **Barclays**  
21 **Bank account in London** and a domiciliary account through  
22 which he received undisclosed payments from the Nigerian  
23 government for legal contracts. Plaintiff had direct knowledge of  
24 these accounts and provided the account number and formal  
25  
26  
27  
28

1 requests to her trial attorney, Defendant David Ingram, asking that  
2 the accounts be subpoenaed during discovery. However, Ingram  
3 willfully failed to act, ignoring Plaintiff's emails and formal  
4 discovery instructions. Instead of formally pursuing the matter,  
5 Ingram mocked Plaintiff's request in open court by casually asking  
6 Egbase if he had a London bank account, to which Egbase falsely  
7 replied "no." Egbase's refusal to produce documentation or submit  
8 to formal financial disclosure regarding these accounts constituted  
9 not only fraud but also a material omission that prevented the court  
10 from assessing the full extent of community property. Egbase's  
11 reluctance to reveal the account may be attributable to strict anti-  
12 money laundering and disclosure regulations in the United  
13 Kingdom, which would have triggered scrutiny had he attempted  
14 to depict substantial deposits without lawful justification. At the  
15 time of the first ex parte application initiated by Ingram, Egbase  
16 was actively appealing an adverse judgment in London in  
17 connection with his Nigerian government contracts, further  
18 evidence of the financial scope concealed from the court and  
19 Plaintiff.

1 95.LASC did not insure that J. Blanco immediately rule on Aire's request  
2 for needs-based attorney fees. It did not insure Aire had sufficient fees  
3 for the duration of the case. It failed to insure she had continuing spousal  
4 support until she became self sufficient to support herself. It failed to  
5 provide adequate supervision of its jurists so that J. Blanco could not  
6 engage in the outlandish. Egbase conspired with judicial actors in the  
7 creation of a proceeding which never occurred and a judgment which was  
8 never granted by any judge. It allowed J. Byrd, whose record of  
9 misconduct is so blatant that it is clear she was working hand in glove  
10 with Egbase and Ingram while pretending to simulate due process. It  
11 encouraged fraud so that a clerk signed a false writ of execution and  
12 issued it to Egbase while making sure its issuance was not reflected in the  
13 case summary of the unlawful detainer and a reporter felt empowered to  
14 falsify her transcript she provided to Aire.

15 96.The Court of Appeal exacerbated the injustice by refusing to grant  
16 Plaintiff an extension to file her opening brief, dismissing her appeal at  
17 Defendant Egbase's request despite clear evidence of transcript  
18 tampering by Court Reporter Comstock. The appellate court's refusal to  
19 compel correction of the record denied Plaintiff meaningful appellate  
20 review, further entrenching the due process violations described herein.



1 97. Aire is also a victim of a pattern of misconduct on the part of  
2 DEFENDANT LOS ANGELES SUPERIOR COURT (“LASC”) against  
3 mostly mothers and children, and some fathers whereby LASC allows  
4 judges to routinely nullify the family code statutes opening the door for  
5 them to routinely violate the due process and equal protection rights of  
6 parents, mostly mothers (and their children). The appellate courts,  
7 including the Supreme Court of California, back up these renegade  
8 family court judges.  
9

10 98. Plaintiff is the sole caregiver for her adult son, who has been medically  
11 diagnosed with a chronic mental illness. As a direct consequence of the  
12 defendants’ actions—including judicial sabotage, housing instability, and  
13 financial deprivation—Plaintiff and her son have been subjected to  
14 repeated cycles of homelessness, interruptions in medical care, and  
15 profound emotional trauma. Plaintiff’s caregiving duties have become  
16 even more demanding due to the lack of stable housing and financial  
17 support. The family court’s refusal to recognize and enforce protections  
18 under California Family Code § 3910 has directly contributed to this  
19 crisis. Plaintiff urgently seeks judicial acknowledgment of the special  
20 circumstances surrounding her son’s condition and requests that the  
21 Court order the creation of a structured Special Needs Trust to ensure  
22  
23  
24  
25  
26  
27  
28

1 continuity of care, housing stability, and long-term security for her son.  
2 Such a trust is essential to preserve his dignity, meet his medical and  
3 daily living needs, and enable Plaintiff to fulfill her caregiving  
4 responsibilities without the constant threat of destitution or displacement.  
5

6  
7 THE BLOOM FIRM'S NEGLIGENCE AND COMPLICITY IN  
8 ALLOWING DEFENDANT EGBASE TO RECLAIM LITIGATION  
9 CONTROL

10 99. In October 2016, Plaintiff retained The Bloom Firm, a high-profile law  
11 firm, to represent her in her dissolution of marriage proceeding against  
12 Defendant Anthony Egbase. The engagement was formalized through a  
13 retainer agreement executed on or about October 18, 2016. Plaintiff,  
14 unfamiliar with the legal distinctions between legal separation and  
15 dissolution of marriage, reasonably relied on The Bloom Firm to  
16 safeguard her legal interests and to prosecute her claims for spousal  
17 support, property division, and relief from domestic violence.  
18

19  
20 100. On October 29, 2016, Defendant Egbase was formally served by The  
21 Bloom Firm in case BD640511, the proceeding Plaintiff initiated through  
22 her former counsel, Attorney Manny Ibay. Rather than moving swiftly to  
23 consolidate or dismiss Egbase's dormant and expired 2007 case  
24 (LD051587)—a case which had remained inactive for nearly nine  
25 years—The Bloom Firm took no action. Instead, and without Plaintiff's  
26  
27  
28

1 informed consent or understanding, The Bloom Firm voluntarily  
2 stipulated to dismiss Plaintiff's active case (BD640511), thereby  
3 stripping her of her procedural advantage and leaving her exposed to  
4 Egbase's legal machinations.  
5

6  
7 101. Within days of being served, Defendant Egbase filed a Substitution of  
8 Attorney on November 4, 2016, formally substituting in Attorney Maya  
9 Shulman into LD051587. The filing was deliberately timed and designed  
10 to reassert his role as Petitioner, despite the procedural abandonment of  
11 LD051587 for nearly a decade. Egbase's substitution was a calculated  
12 attempt to seize control of the litigation and to prevent Plaintiff from  
13 prosecuting her case on her own terms.  
14  
15

16  
17 102. The Bloom Firm failed to challenge Egbase's improper procedural  
18 tactics. They did not file a motion to dismiss LD051587 for failure to  
19 prosecute under California Code of Civil Procedure § 583.310, nor did  
20 they petition for judicial intervention to consolidate the actions in a way  
21 that preserved Plaintiff's interests. The firm also failed to advise Plaintiff  
22 of her right to continue litigating in BD640511 and failed to protect her  
23 from being forced into Egbase's forum of choice.  
24  
25

26  
27 103. After the dismissal of Plaintiff's case, The Bloom Firm abruptly  
28 ceased representation and withdrew without adequate notice or transition,

1 leaving Plaintiff—who is dyslexic and was untrained in the law—to  
2 proceed pro se against an experienced litigator. This withdrawal placed  
3 Plaintiff at a grave disadvantage and directly enabled Egbase to  
4 perpetuate fraud upon the court, including the submission of falsified  
5 documents and the orchestration of a bifurcation judgment forged in  
6 collusion with Commissioner Alicia Blanco.  
7

8  
9 104. As a result of The Bloom Firm’s inaction, neglect, and premature  
10 withdrawal, Plaintiff was denied due process, lost access to equitable  
11 remedies, and was forced to litigate under procedurally compromised  
12 circumstances. The firm’s conduct constitutes legal malpractice, breach  
13 of fiduciary duty, and a violation of Plaintiff’s constitutional rights to fair  
14 access to court and meaningful representation.  
15  
16

17  
18 105. The abrupt abandonment by The Bloom Firm left Plaintiff, a dyslexic  
19 stay-at-home mother, financially vulnerable and exposed to Egbase’s  
20 manipulations, causing immense distress.  
21

### 22 **Bloom Firm’s Breach of Fiduciary Duty**

23  
24 106. The Bloom Firm not only failed to protect Plaintiff’s interests but  
25 financially coerced her by demanding unaffordable retainer increases and  
26 abandoning representation when she could not pay. This withdrawal left  
27 Plaintiff pro se against a wealthy attorney adversary, compounding her  
28

1 deprivation of due process and resulting in the loss of discovery  
2 opportunities, property rights, and protective orders.  
3

4  
5 GROSS NEGLIGENCE BY LASC IN ALLOWING  
6 ABANDONED CASE

7 Systemic Family Court Misconduct

8 107. Defendant Los Angeles Superior Court negligently allowed Case No.  
9 LD051587 to remain dormant for over eight years, despite mandatory  
10 dismissal requirements under California Code of Civil Procedure §§  
11 583.310 and 583.360. This gross negligence directly enabled Defendant  
12 Egbase to fraudulently revive the case, weaponize it against Plaintiff, and  
13 deny her access to a fair litigation forum. The failure to monitor and  
14 dismiss the stale action constitutes deliberate indifference to Plaintiff's  
15 rights and proximately caused the constitutional harms alleged herein.  
16

17 108. Egbase is not only guilty of marital fraud against Aire, he is also  
18 guilty of bankruptcy, L.A. City, lender, insurance, IRS, business, Identity  
19 fraud and client fraud. Here are some of the cases Aire discovered which  
20 were filed against Egbase and/or his law firm:  
21

22 A. *GF Health Products Inc. vs. Palmer Medical Supply*. Egbase  
23 fraudulently opened Palmer Medical Supply using his sister,  
24 Victoria Egbase's, identity as the registered owner, without her  
25  
26  
27  
28

1 knowledge or consent. By exploiting Victoria's identity, Egbase  
2 successfully shifted legal and financial liability away from himself.  
3  
4 Despite multiple cases being filed against Victoria Egbase with the  
5 Los Angeles Superior Court (LASC), she has never physically  
6 appeared in any courthouse in the United States. This strategic  
7 maneuver allowed Egbase to avoid scrutiny, deflect investigations,  
8 and ultimately facilitated the quiet closure of the case after its 2007  
9 filing, resulting in a non-jury judgment that left the true  
10 orchestrator of the fraud unaccountable.

11  
12  
13 Some of these fraudulent acts were just discovered during trial  
14 proceedings, revealing a broader pattern of deceit and financial  
15 control spanning years of their marriage.  
16

17 Egbase's misuse of corporate structures, falsified ownership, and  
18 hidden financial accounts is emblematic of his ongoing efforts to  
19 defraud Aire and the community estate.  
20

21  
22 B. *Mu Chin Deitke vs. AOE Law & Associates, APLC* – Filed in 2017  
23 for fraud (no contract), commercial breach of contract, dismissed  
24 before trial. Probably legal malpractice case.  
25  
26  
27  
28

1 C. *Willie Mae McKay vs. AOE Law & Associates, Inc.* – Filed  
2 in 2020, fraud/breach of contract, dismissed. Probably legal  
3 malpractice case.  
4

5 D. *Benjamin Elmo vs. AOE Law & Associates* – Small claims case  
6 from 2016, judgment entered. Probably legal malpractice case.  
7

8 E. *Abdorreza Movassaghi vs. Anthony O. Egbase & AOE Law &*  
9 *Associates* – Legal malpractice or negligence claim.  
10

11 F. *F. California Depositions Reporters vs. Anthony Egbase (DBA*  
12 *Law Office of Anthony Egbase)* – Filed in 2013, dismissed  
13

14 G. *Beachwood Escrow Inc. vs. Anthony Egbase* – Filed in 2008, small  
15 claims judgment entered.  
16

17 H. *Benjamin Elmo v. A.O.E. Law & Associates, Inc.* Probably legal  
18 malpractice case - Filed on April 12, 2016 - Judgment Entered  
19

20 109. In *Willie Mae McKay v. A.O.E. Law & Associates, Inc.*, McKay  
21 alleged that Egbase loaned \$53,717 to Gabriel Medina to purchase  
22 McKay's house through a bankruptcy sale, despite previously  
23 representing the Plaintiff in legal matters related to the property. Egbase  
24 was an insider, learning that the bankruptcy trustee was selling his  
25 client's home, and armed with that knowledge, he had a straw person  
26 purchase the property for him.  
27  
28

1 A. At the same time, in September 2019, Egbase was engaged in trial  
2 proceedings with Aire, claiming severe financial hardship. While  
3 pleading poverty to the court, stating he could not pay the  
4 mortgage on community properties or their son's school fees,  
5 Egbase was simultaneously lending tens of thousands of dollars to  
6 Medina to acquire foreclosed property.  
7

8  
9 B. Egbase further manipulated the court by filing a series of ex parte  
10 applications, including:  
11

12 04/09/2019 Ex Parte - Application (Petitioner Egbase's FL  
13 Section 6324 Ex Parte Application for an RFO for Possession,  
14 Use, or Control Over Real Property, or in the Alternative an  
15 Order for Respondent to Pay Liens Thereon, or Rental Value)  
16 Filed by Petitioner.  
17

18  
19 110. These filings resulted in the suspension of Aire's spousal support and  
20 reinforced the false narrative of Egbase's alleged financial hardship. In  
21 reality, Egbase was siphoning community funds to exploit distressed  
22 properties while depriving Aire and their children of basic financial  
23 support.  
24

25  
26 111. Egbase illegally re-opened the earlier dissolution so he could use the  
27 date of separation in that case which was in 2007, to cut off Aire from her  
28



1 alimony, attorney fees, spousal support, and her share of property. He did  
2 so, until he learned Child Support Services would sue him for hundreds  
3 of thousands of dollars of unpaid child support. If the case was still open,  
4 as Egbase claimed, then the orders of child and spousal support were still  
5 valid and enforceable. He almost hung himself on his own petard.  
6  
7

8 112. Egbase immediately changed his legal position and started using a  
9 later date of separation (“DOS”) in 2015. Why would the judges allow  
10 him to do so? If the case was filed in 2007 but the couple did not separate  
11 until 2015, what happened to the eight years in between the filing of the  
12 case and the DOS? Isn’t this insanity that LASC should be able to  
13 control? Shouldn’t a judge have filed an OSC re dismissal? And  
14 dismissed the case?  
15  
16  
17

18 **Tax Benefits Abuse, and Post-Bifurcation**  
19 **Misrepresentation**

20 113. Egbase obtained a fraudulent bifurcation judgment on August 3, 2017,  
21 which purported to dissolve the marriage status only, while reserving all  
22 other financial and custodial issues for later adjudication. The judgment  
23 was signed by Commissioner Alicia Blanco. Plaintiff did not fully  
24 understand the implications of the document at the time and specifically  
25 asked her attorney, David Ingram, to investigate its legitimacy. Despite  
26  
27  
28

1 being put on notice, Ingram failed to act, and instead assisted in  
2 suppressing the fraud and ensuring the judgment was submitted as  
3 Exhibit E during trial before Judge Byrd on February 26, 2020.

4  
5 114. The bifurcation judgment was procured without full disclosure to  
6 Plaintiff, without any bifurcation motion being filed or served in  
7 accordance with California Family Code §2337, and with Plaintiff being  
8 unrepresented or uninformed at the time. It was used deceptively to treat  
9 Plaintiff as no longer a spouse for the purpose of extinguishing her  
10 entitlement to spousal rights while still litigating all remaining issues as  
11 though she were legally divorced.  
12  
13  
14

15 115. Following the fraudulent bifurcation decree, Egbase continued to  
16 represent himself to the public, institutions, and government authorities  
17 as a legally unmarried man. Leveraging this misrepresentation, **Egbase**  
18 **filed tax returns for the 2015 and 2016** tax years in 2017 as a **single**  
19 **man** — despite the fact that the parties were still legally married and the  
20 decree he relied upon was obtained fraudulently. He filed these taxes on  
21 or about June 2017, shortly after securing the bifurcation order in May  
22 2017, and received the Notice of Entry of Judgment dated August 3,  
23 2017. Egbase retroactively submitted filings for prior tax years (2015 and  
24  
25  
26  
27  
28

1           2016), **depriving Plaintiff of any tax refund or dependent benefits for**  
2           **those years.**  
3

4           116. This fraudulent tax filing occurred during a period when the couple  
5           had been two years behind on their taxes, and Egbase excluded Plaintiff  
6           from the process entirely, although Plaintiff was unemployed and  
7           dependent on the household financial returns.  
8

9           117. The bifurcation judgment was then used by Egbase and his legal  
10          counsel to unfairly block Plaintiff's right to financial benefits, delay trial  
11          dates, suppress evidence, and falsely represent to the court and the IRS  
12          that Plaintiff was no longer a spouse, creating long-lasting financial  
13          injury and a denial of legal due process.  
14

15          118. Egbase is an unrepentant sociopath. After Egbase succeeded in  
16          stealing from Aire all her property and support, he is now trying to get  
17          her deported by criminal fraud. In December 2024, Aire, who is the sole  
18          caregiver for her son with mental illness, traveled to London to assist her  
19          son in transitioning back to university life after his hospitalization.  
20          Despite Egbase's pattern of neglect, when Aire's son requested his father  
21          to purchase a ticket for Aire (his mom) to accompany him, Egbase  
22          swiftly complied—marking the only act of assistance he provided post-  
23          separation, motivated by his desire to have Aire leave the country. While  
24          25  
26  
27  
28

1 in London, where Aire had to stay with her son in a hostel to support his  
2 recovery and reintegration into academic life, Aire received a call  
3 regarding a Notice of Appearance in Court connected to her Social  
4 Security Number for an American Express account that was fraudulently  
5 used and maxed out by Egbase without her consent and knowledge. Aire  
6 was informed that Egbase's criminal fraud and identity theft might bar  
7 her from re-entering the U.S.  
8  
9  
10

11 119. This is just one example of Egbase's secret imposition of coerced  
12 debt on Aire. Coerced debt is domestic violence, and Egbase has engaged  
13 in it against Aire for years.  
14

15 120. Coerced debt has become a national concern. The Consumer Finance  
16 Protection Bureau is planning to establish a new rule specifically  
17 addressing coerced debt as domestic violence. See  
18 [consumerfinance.gov/about-us/newsroom/cfpb-kicks-off-rulemaking-to-](https://consumerfinance.gov/about-us/newsroom/cfpb-kicks-off-rulemaking-to-help-mitigate-the-financial-consequences-of-domestic-violence-and-elder-abuse/)  
19 [help-mitigate-the-financial-consequences-of-domestic-violence-and-](https://consumerfinance.gov/about-us/newsroom/cfpb-kicks-off-rulemaking-to-help-mitigate-the-financial-consequences-of-domestic-violence-and-elder-abuse/)  
20 [elder-abuse/](https://consumerfinance.gov/about-us/newsroom/cfpb-kicks-off-rulemaking-to-help-mitigate-the-financial-consequences-of-domestic-violence-and-elder-abuse/)  
21  
22

23 121. Egbase imposed coerced debt on Aire by repeatedly taking out loans  
24 on community real property, which loans he used for himself but for  
25 which Aire was responsible because she was married to him. To make  
26 matters even worse, the banks who provided the equity loans to Egbase  
27  
28

1 had to know he was married and yet allowed him to state he was  
2 unmarried when obtaining the loans.  
3

4 122. Egbase created even more coerced debt for Aire by refusing to pay  
5 the entire amount for the mortgages for four years, which reduced the  
6 equity affecting Aire's rights.  
7

8 123. Egbase filed ex parte to remove Aire from the family home on April  
9 9, 2019, claiming he could not afford to pay spousal support and the  
10 mortgages on the property at the same time. Judge Dordi denied the ex  
11 parte but suspended spousal support to Aire in exchange for payments on  
12 the home mortgage.  
13  
14

15 124. Instead of paying the full mortgage after eliminating spousal support,  
16 Egbase continued his fraudulent practice of paying only part of the  
17 mortgage to keep the bank from foreclosing on the properties. The  
18 coerced debt of which Aire had no knowledge enabled Egbase to argue  
19 the properties were worthless at trial, making the fraud even worse.  
20  
21

22 **Concealment of Community Assets, Undisclosed Business**  
23 **Interests, and Fiduciary Breaches**

24 125. Plaintiff alleges that Defendant Anthony Egbase engaged in a  
25 systematic and deliberate scheme to conceal substantial community  
26 assets acquired during the marriage. Despite Plaintiff's repeated efforts to  
27 bring these matters to the attention of her legal counsel, Defendant's  
28

1 business dealings, personal property, and financial holdings were never  
2 introduced at trial, in violation of California Family Code §§ 1101 and  
3 2100 et seq. These omissions materially prejudiced Plaintiff's right to a  
4 fair division of the marital estate.  
5

6  
7 **Concealed Corporate Entity – Palmer Properties & Development:**

8 126. In 2004, Defendant Egbase incorporated Palmer Properties &

9 Development under California law. Without Plaintiff's knowledge,  
10 consent, or authorization, Egbase listed Plaintiff as a corporate officer  
11 and opened a business bank account linked to the corporation. Plaintiff  
12 was never made aware that she was named as Secretary or Director, nor  
13 did she participate in the formation, operations, or banking activities of  
14 the company. Bank of America business records and corporate filings  
15 substantiate this unauthorized use of Plaintiff's name and identity.  
16

17  
18 127. Defendant operated Palmer Properties & Development as a vehicle  
19 for business transactions and potentially diverted community income and  
20 assets through this undisclosed channel. Despite its relevance to the  
21 marital estate, no mention of the corporation or its financial records was  
22 introduced during trial. Plaintiff provided her attorney with  
23 documentation and insisted the matter be raised, but her attorney failed to  
24  
25  
26  
27  
28

1 take any investigative or legal steps. This concealment constitutes a  
2 willful breach of fiduciary duty.  
3

4 **Undisclosed Insurance Policy – Guardian Whole Life Policy No.**  
5 **5370546:**

6 128. Defendant falsely testified at trial that he held no retirement, pension,  
7 or insurance assets. However, in 2017, Defendant submitted to his  
8 attorney Maya Shulman a Guardian Whole Life Insurance Policy issued  
9 in 2006, listing a \$500,000 face amount, waiver of premium rider, and up  
10 to \$1,000,000 in paid-up additions (PUAs). The annual premium of  
11 \$4,788.50 was paid from community funds. The policy named the  
12 couple's children as beneficiaries. Defendant never disclosed this asset  
13 during the dissolution proceeding, constituting material fraud.  
14

15 **Concealed Tangible Assets – Vehicles, Luxury Items, and Artwork:**  
16

17 129. During the marriage, the parties acquired multiple vehicles, luxury  
18 household furnishings, artwork, and expensive jewelry. Several vehicles  
19 were shipped by Defendant to Nigeria while the parties were still  
20 together. These were community assets never disclosed in discovery,  
21 never listed at trial, and entirely omitted from the division of property.  
22 The furnishings disregarded, despite Plaintiff raising the issue multiple  
23 times with her counsel.  
24

25 130. Failure to Disclose Investments and Bank Accounts:  
26  
27  
28

1 Defendant testified at trial that he had no stocks, bonds, or investment  
2 accounts. No forensic accounting or third-party subpoenas were pursued  
3 by Plaintiff's attorney to verify these claims. Plaintiff maintains that  
4 Defendant maintained financial relationships, including with Barclays  
5 Bank in the UK and other offshore accounts, through which he diverted  
6 community funds. These accounts were not disclosed in any Schedule of  
7 Assets and Debts (FL-142), and Plaintiff was denied the opportunity to  
8 contest this financial misrepresentation.  
9  
10  
11

12 BARRIERS CREATED BY DEFENDANT SUPERIOR COURT OF  
13 STATE OF CALIFORNIA, LOS ANGELES COUNTY ("LASC") IN  
14 FAMILY CASES

15 LASC Engages in a Pattern and Practice of Denying Needs-Based  
16 Attorney Fees

17 131. Aire is the victim of LASC's failure to insure needs-based attorney  
18 fees to her.

19  
20 132. While Egbase was working with the judges and clerks of LASC to  
21 deprive Aire of her legal rights, he used community funds to hire  
22 attorneys when he felt he needed one. Neither Ingram nor J. Byrd  
23 determined the amount of community funds Egbase used for attorneys  
24 so that Aire could be reimbursed her one half of those funds. The  
25 attorneys she did hire, DEFENDANT DAVID INGRAM LAW, APC  
26  
27  
28



1 (“Ingram”) failed to present evidence of the community funds Egbase  
2 used to hire attorneys for himself.  
3

4 A. LASC Fails to Assign Dissolution Cases to One Judge for  
5 all Purposes.  
6

7 133. Egbase was also able to manipulate the outcome because family cases  
8 are passed from judge to judge which occurred in the Aire/Egbase case,  
9 although they are supposed to be assigned to one judge for all purposes.  
10 Going from judge-to-judge enabled Egbase to spin the case and facts to  
11 his benefit at each hearing since Aire was representing herself for the  
12 most part, and she knew nothing about legal procedure. Besides, judges  
13 automatically defer to the lawyer husband and rarely to the wife who is  
14 representing herself.  
15  
16  
17

18 B. The Judicial Council Prints Family Court Forms for Mostly  
19 Pro Pers Which Are Unduly Complicated.  
20

21 134. The Judicial Council forms parties and attorneys must use in family  
22 court are confusing, in small print, difficult for pro pers to decipher, and  
23 many times ridiculous. For example, the judgment in Aire’s case forces  
24 the reader to refer to three attachments to decipher the judgment than  
25 state simply on the judgement form what the judgement is.  
26  
27  
28

**C. Hostility Towards Stay-at-Home Wives and Mothers.**

135. Aire was also facing obstacles built into family court, a tremendous prejudice against stay-at-home mothers and wives. Judges routinely nullify family statutes designed to protect the interests of stay-at-home wives and mothers like Aire. Judges routinely deny spousal support unless the support order has an end date as if, for example, a black woman in her 50's who had not worked for twenty years, like Aire, can suddenly earn enough to be middle class in L.A.

**D. California Judges Founded Association of Family Conciliation Courts ("AFCC") Which at its Core Is Extremely anti-Woman and Has Substituted Its Dogma for the Family Code.**

136. Because of the illegal, pernicious influence of AFCC which is notoriously anti-woman, and many judges are AFCC members, although Aire encountered fair judges on some occasions as the case progressed it was hit and miss, leaving her on tenterhooks and generally denied due process because she could easily go into the courtroom of an AFCC judge and not know it. Judges also routinely overrule one another in family court when the father has wealth, although a violation of due process.

137. Egbase successfully did what he is best at – he forged, perjured, and defrauded his way through the marriage into the dissolution proceeding

1 leading to a judgment depriving Aire of all property and support aided  
2 and abetted by LASC. Egbase was able to use the court to swindle Aire  
3 out of all her property and support by engaging in concerted action with  
4 his forensic accountant, judges, especially J. Byrd, a commissioner,  
5 Aire's attorney, a court clerk, and a court reporter to accomplish the  
6 outrageous outcome that he did.  
7

8  
9 138. Aire was born in London in December 1966 and raised in Nigeria.

10  
11 She received a Degree in Computer Studies from South Bank University,  
12 London in 1994. She then began working as an analyst in London. Aire  
13 and Egbase had met briefly in the 80's. Egbase began contacting her by  
14 phone in 1997.  
15

16 139. He was living in Los Angeles. He invited Aire to come visit him and  
17 she flew to Los Angeles from London in 1997. She also went to Nigeria  
18 to meet his family in 1997. In September 1997, Aire became pregnant  
19 with their first child. Aire returned to her job in London.  
20  
21

22 140. Their first-born son, Obehi Anthony Egbase was born in June 1998 in  
23 the U.S. Rather than assume his fatherhood responsibilities, and begin  
24 living as a family, Egbase insisted that Aire return to London with their  
25 infant son and live there. Aire did so but later demanded that Egbase be  
26 involved in raising their son, and she returned to the U.S.  
27  
28

1           141. Aire and their son came back to the home in 2000 located at 4852  
2           Queen Florence Lane which Aire and Egbase bought in 1997.

3  
4           142. Aire had wired £15,000.00 to Egbase as part of the down payment for  
5           the home purchase on October 22, 1997. Aire was too trusting. She did  
6           not demand to see a copy of the deed. Nor did she demand that her name  
7           go on the deed to protect her investment in the home. She never saw the  
8           deed on the home until after the trial on property and support was  
9           concluded and she was evicted from the home based on the forgery of the  
10          writ evicting her from the home concocted by Egbase and signed by  
11          DEFENDANT TATYANA BETS (“Bets”).  
12  
13  
14

15          143. The couple’s second son, Efeose Andrew Egbase, was born March  
16          2002 in Los Angeles. A month later, Egbase arranged for him and Aire to  
17          marry in Nigeria on April 26, 2002, in a traditional marriage and a dowry  
18          payment was made.  
19

20  
21          144. After marrying Aire in Nigeria, Egbase then insisted on a registry  
22          marriage in Los Angeles on April 7, 2005, although by this time they had  
23          been involved for the past eight years and were already married in 2002.  
24          Egbase was looking ahead building a record against Aire that would look  
25          “legal” to California judges, so he would be able to shave off three years  
26          of marriage should divorce litigation occur.  
27  
28

1 145. Egbase began to rob Aire of her interest in the property by taking out  
2 enormous loans against the home and the bank allowed him to do it “as  
3 an unmarried man”. The bank officers were complicit in Egbase’s fraud  
4 robbing Aire of her property interest in the property for years.  
5

6 146. Egbase’s pattern and practice of fraud goes beyond what he did to  
7 Aire which makes it extremely difficult for Aire to unravel all of his  
8 fraud, often, criminal transactions. One crime he repeatedly committed  
9 was using his sister, Victoria Egbase, identity repeatedly, by switching  
10 her date of birth on California ID. She has always resided in Nigeria,  
11 only occasionally visiting the U. S.  
12  
13  
14

15 **Profile of Anthony Egbase:**

16 Egbase’s Mother Treated as a Servant/Breeder.

17 147. Egbase grew up in a family where his own mother was not legally  
18 married to his father and treated as a breeder and a servant. Egbase’s  
19 mother had six children for his father all of whom were raised by their  
20 father’s legal wife after their mother weaned them. Egbase and his  
21 brothers modeled themselves after his father and engaged in contentious  
22 legal battles with the mothers of their children.  
23  
24  
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1           148. Thus, Egbase easily betrayed Aire. He lived a double life, committed  
2           adultery, hid enormous amounts of community income in Nigeria, and  
3           kept her in the dark about the community finances and income.  
4

5           149. Egbase was never honest with Aire. He was absent from the home in  
6           Woodland Hills for long periods of time, which he used to his advantage  
7           to obfuscate the date of the marital separation. Given his achievements in  
8           the law in the U.S. and in Nigeria, he is a wealthy man.  
9  
10

11           **Egbase's Rise to Prominence**  
12           **Egbase's Impressive Resume.**

13           150. According to his resume which appears on the website of his law  
14           firm, A.O.E., Egbase graduated from University of Benin (UNIBEN) in  
15           1987, served Nigeria as a youth cooper (National Youth Service Corp.)  
16           from 1987 -1988 and moved to the United States where he clerked for the  
17           Honorable James Luther, Superior Court Judge, Mendocino County,  
18           California from 1990 -1992. Egbase then worked as an Independent  
19           manager for three law firms from 1992-1995. In 1995, he passed the  
20           California Bar and was admitted to California Bar in 1996. Egbase is also  
21           a member of the Maryland State Bar and Washington D.C. Bar.  
22  
23  
24

25           151. Prior to starting A. O. E. Law & Associates, Inc., Egbase worked as a  
26           prominent chapter 11, debtor's side, and general civil and criminal  
27           defense practitioner in Los Angeles, California. In 2011 (during the  
28

1 marriage) Egbase built A. O. E. Law & Associates, Inc., (a multi-  
2 attorney/multi-jurisdictional law firm) that includes criminal defense,  
3 civil Litigation and Individual, Corporate reorganization.  
4

5 152. Egbase describes experience in his web-based resume which gives  
6 him insider knowledge on how to pull off financial fraud, as he did  
7 throughout his marriage and in the dissolution against Aire.  
8

9 153. According to Egbase's resume, he has achieved a variety of success  
10 for borrowers including stripping secured status on a number of alleged  
11 secured claims. In 2004, Mr. Egbase led delegates of Nigerian Bankers  
12 Association to the American Law Institute-American Bar Association  
13 Conference on Corporate Mergers and Acquisitions in New York. As a  
14 litigator, he has obtained jury verdicts in favor of individual defendants  
15 and resolved claim disputes and jury awards for civil litigants in both  
16 state and federal courts. There were no records produced in court as to  
17 the enormous attorney fees Egbase had received over the years between  
18 2002 and the date of the trial and there was no tracing of where  
19 those fees went.  
20  
21  
22  
23  
24

25 154. In 2013, Egbase served as the chairman of University of Benin  
26 Alumni Association North America (UBAANA) Southern California  
27 Chapter. Practice Area.  
28

1           155. His areas of law according to his website include Real Estate Law,  
2           Business & Commerce Law, Labor & Employment Law,  
3           Personal/Business Reorganization (Bankruptcy Law), International Asset  
4           Forfeiture and Asset Recovery, Immigration Law, Criminal Defense,  
5           General Civil Litigation.  
6

7  
8           156. On March 24, 2016, the Federal Government of Nigeria retained  
9           Egbase to assist in the recovery of corruption proceeds from international  
10          jurisdictions. **This engagement spanned from 2014 to 2016 and**  
11          **involved millions of dollars in recovered assets, for which Egbase was**  
12          **entitled to 40% of the recovered funds as legal fees.** Aire was entitled  
13          to a portion of the fees Egbase received as community property. The fees  
14          should have served also as a basis for an award of spousal support  
15  
16  
17

18          157. One of the notable cases was United States of America v. All Assets  
19          Held in Account Number 80020796 et al., Case No. 1:13-cv-01832 (The  
20          Abacha Case), **where the recovery of stolen funds amounted to**  
21          **approximately \$550 million. Egbase's share was 40% of this amount**  
22          **alone.** It reflects the substantial financial resources at his disposal during  
23          the family law proceedings and proves  
24          that Aire was entitled to substantial spousal support. Yet, Ingram failed to  
25  
26  
27  
28



1 prove the value of Egbase's attorney fees he obtained in the cases in  
2 which he represented Nigeria.  
3

4 158. Egbase's professional recognition further illustrates his extensive  
5 influence and the power imbalance in this case. He was featured as one of  
6 the "Top 10 Nigerian Lawyers on the Fast Track in California,"  
7 showcasing his prominence in the legal community and the powerful  
8 network he had built. His accomplishments, **such as securing \$350**  
9 **million in recovered assets for Nigeria, and his connections with**  
10 **influential figures, including former U.S. President Barack Obama**  
11 **and former First Lady Michelle Obama,** former Senator and  
12 presidential candidate Kamala Harris, and Mayor Karen Bass have  
13 played a major role in cementing his status as a key legal figure with  
14 extensive resources at his disposal. A photo of Egbase and Aire take with  
15 Bass is attached as **Ex. 1**. These relationships, while enhancing  
16 Defendant's career, have also empowered him to exploit and manipulate  
17 legal processes for his personal gain, at the expense of Plaintiff.  
18  
19  
20  
21  
22

23 **Aire's Advancement of Egbase's Career Led to Enormous**  
24 **Attorney Fees for Egbase while He Cheated Aire out of a**  
25 **Portion of the Law Practice as Community Property and**  
26 **Spousal Support.**

27 159. Aire contributed significantly to Egbase's career. In 2014, Aire  
28 introduced Egbase to Tanya R. Young Williams, a media and crisis

1 management expert, whose influence helped Egbase secure significant  
2 media coverage and high-profile meetings. Williams played a key role in  
3 developing a narrative that linked Egbase's influence to global issues,  
4 particularly the Boko Haram crisis in Nigeria. Although Egbase did not  
5 have an expertise in international terrorism Williams worked on a story  
6 that highlighted Egbase's "insight into Boko Haram" and connected it to  
7 broader geopolitical issues involving ISIS. It paved the way for high-  
8 profile meetings with former U.S. First Lady Michelle Obama and  
9 President Barack Obama, as well as significant government contracts in  
10 Nigeria. He also met with Mayor Karen Bass. A photo of Egbase and  
11 Aire taken with Bass is attached.  
12  
13  
14  
15  
16



12:37 AM Tue May 9

Exclusive: A Private Meeting with President Obama to Disc...

## Exclusive: A Private Meeting with President Obama to Discuss ISIS and Boko Haram

I spoke with Anthony Egbase, exclusively, to learn more about how the Obama administration's plans to deal with ISIS and Boko Haram in the wake of the escalated terrorist attacks.

By Tanya Young Williams, Contributor

Crisis Management Expert, University Lecturer, On-Air Legal Analyst, Host of IN THE LOOP, Chic Against Domestic Violence

Oct 21, 2014, 02:25 PM EDT | Updated Dec 6, 2017

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[Anthony Egbase](#), a nationalized American from Nigeria with dual citizenship, sat down with President Obama to discuss foreign policy and specifically the terror attacks in Syria by ISIS and in Nigeria by Boko Haram. Mr. Egbase is a highly respected Los Angeles attorney, who is licensed to practice in California, Maryland, District of Columbia and Nigeria. Egbase did not speak with the President as a representative or advocate of the Nigerian government, although he has friends in top government offices there. He participated in this discussion as a

160. Williams further crafted questions to evoke media interest, enhancing Egbase's profile in both the United States and Nigeria. Williams connected Egbase with influential figures in the media and politics, further elevating his profile. This led to invitations to White House events and strengthened Egbase's perceived role as an expert on terrorism in Nigeria, directly contributing to lucrative contracts with the Nigerian Government.

161. Despite Aire's central role in these developments, her contributions have not just been ignored by Egbase, he owes his newfound influence to

acquire significant financial gains, including contracts with the Nigerian government for asset recovery, to Aire. But he hid his enormous profits Nigeria paid him which directly impacted on Aire's spousal support because he earned enormous fees in 2018 from Nigeria defeating lawsuits on Nigeria's behalf entitling Aire to an enormous increase in support had she not been denied support.



Defendant Anthony Egbase hosting and pictured with former Los Angeles Mayor Eric Garcetti at a fundraiser in 2014, demonstrating his established political connections and financial resources prior to divorce proceedings.

### **Egbase's Use of Sister's Identity for Fraudulent Business Transactions.**

162. As an international litigator, Egbase met his share of white-collar criminals. He began to act as one. Egbase has systematically engaged in fraudulent financial activities using his sister, Victoria Egbase and her identity. Victoria Egbase, a Nigerian resident and government official, has never lived or worked in the United States; yet Egbase has falsely

1 listed her as an employee in multiple business entities, applied for loans  
2 under her name, and opened business and bank accounts to obscure  
3 financial transactions.  
4

5 163. For example, Egbase owned a property on Le Doux Road in Los  
6 Angeles, and a buyer sued him successfully for using Victoria's name on  
7 the deed fraudulently. **Egbase admitted in the lawsuit that he had**  
8 **signed Victoria's name, and not Victoria**, Case BC289121, *ANTHONY*  
9 *O EGBASE as Trustee from VICTORIA EGBASE FAMILY TRUST vs*  
10 *RE/MAX BEACH CITIES REALTY; SOUTHCOAST TITLE ESCROW,*  
11 *MARY CROSS, ANNIE HARRIS ....*  
12  
13  
14

15 164. Egbase facilitated the creation and use of a fraudulent California  
16 Department of Motor Vehicles (DMV) identification document in  
17 Victoria Egbase's name, bearing a fake date of birth, although Victoria  
18 has never resided in California.  
19

20  
21 165. Egbase also engaged in criminal employment fraud against the state  
22 and federal governments by taking illegal business deductions claiming  
23 Victoria as an employee of his law firm without Victoria having worked  
24 even one day for the firm.  
25  
26  
27  
28

1 166. Egbase also used Victoria's identity to shield himself from financial  
2 liabilities, resulting in uncollectible judgments against her for  
3 transactions in which she was not an actual party.  
4

5 167. Egbase used Victoria's fake identity to deprive Aire of her property.  
6

7 168. Egbase also used Aire's identity without her knowledge and consent.  
8

9 Around April 2004, while Aire remained in London, Egbase opened a  
10 business, Palmer Properties and Development, in Aire's name without  
11 her knowledge, handled all correspondence regarding the business at his  
12 office address. The first time Aire learned about Palmer Properties was in  
13 2007, when she received a call from a loan company about a loan, she  
14 knew nothing about, linked to the company.  
15  
16

17 Constitutional Violations Following Ignored Affidavit of Truth and  
18 Judicial Notice Filings

19 (42 U.S.C. § 1983 – Denial of Due Process and Equal Protection)

20 169. On August 7, 2023, Plaintiff EJEME JOYCE AIRE filed with the  
21

22 Superior Court of California a certified 300-page Affidavit of Truth  
23 detailing extensive fraud, forged court documents, judicial misconduct,  
24 and systemic denial of due process. The affidavit included exhibits and  
25 sworn declarations substantiating Plaintiff's allegations against the  
26 defendants in *Egbase v. Aire*, LD051587 and related proceedings.  
27  
28

1 170. Simultaneously, Plaintiff submitted formal Judicial Notices in both  
2 *LD051587* and *20VEUD00634*, alerting the courts to the fraudulent  
3 nature of the bifurcation decree, the misrepresentation of jurisdiction,  
4 falsified clerk signatures, and the backdating of writs and filings. These  
5 filings included a Certification of Affidavit formally attesting to the truth  
6 of her claims and requesting judicial recognition and remedy.  
7

8  
9 171. Plaintiff made an oral announcement of the Affidavit during the  
10 August 8, 2023, hearing before Judge Firdaus Dordi. The court took no  
11 judicial notice of the affidavit nor responded to its serious allegations.  
12 Instead, Judge Dordi denied Plaintiff's motion to vacate judgment,  
13 relying solely on Family Code § 2122's statute of limitations, without  
14 considering the **fraud-on-the-court** exception.  
15  
16

17  
18 172. Despite filing these materials over eight months ago, no court, judge,  
19 opposing party, or agency has issued any formal response, initiated  
20 investigation, or addressed the material claims of constitutional  
21 violations, fraud, or court corruption, amounting to a blanket refusal to  
22 acknowledge sworn and publicly filed evidence.  
23  
24

25 173. The **absolute termination of jurisdiction over spousal support**,  
26 codified in Judge Christine Byrd's December 20, 2019, judgment  
27 (highlighted in Paragraphs (c) and (d)), has acted as a **de facto bar to**  
28



1 **judicial redress**, eliminating Plaintiff’s access to legal remedy even in  
2 light of material changes in circumstance or newly discovered fraud. The  
3 ruling states that “**no court shall have any jurisdiction to order**  
4 **support thereafter, even if a change in circumstances occurs.**”  
5

6  
7 174. This rigid jurisdictional termination directly contravenes Plaintiff’s  
8 rights under the **Fourteenth Amendment**, specifically her right to **due**  
9 **process and equal protection**. By permanently foreclosing judicial  
10 review, the court’s ruling enshrines an unconstitutional barrier that allows  
11 fraud and misconduct to go uncorrected, causing ongoing harm to  
12 Plaintiff and her disabled son, who remains dependent on her care.  
13  
14

15 175. The **inaction by the Court**—despite formal notice via affidavit,  
16 certified judicial notices, and oral requests for intervention—has  
17 compounded the harm and placed Plaintiff in a **perpetual state of**  
18 **disenfranchisement**, unable to access remedies for property division,  
19 support, or legal restitution. This has contributed to **ongoing**  
20 **homelessness, financial devastation, and emotional trauma.**  
21  
22

23 176. Plaintiff asserts that this **systemic disregard** constitutes a **continuing**  
24 **violation of her civil rights** and requests **declaratory and injunctive**  
25 **relief** from the federal court to restore her right to access judicial review  
26 of support and property division, and to hold accountable all defendants  
27  
28



1 who participated in, or failed to correct, this ongoing constitutional  
2 deprivation.  
3

4 Egbase's Conduct Leading to the sons Being Removed from Home.

5 177. Because Egbase traveled frequently to Nigeria, he spent little time at  
6 home. His mother and one of his brothers lived in the home in Woodland  
7 Hills with Egbase, Aire, and their children. On the first day of school in  
8 September 2007, when Egbase was in town, an argument escalated to the  
9 point where the police were involved, and the sons were temporarily  
10 taken to Egbase's brother's house.  
11  
12

13 178. On December 2, 2007, Aire sought intervention from family friends  
14 to confront Egbase with his behavior. The next day, Egbase dissolved the  
15 fraudulent business he had secretly opened in Aire's name and filed for  
16 dissolution of marriage.  
17

18 179. In 2008, as part of his divorce strategy, Egbase let the properties all  
19 go into foreclosure as he would later do again, in 2016 when Aire filed  
20 for dissolution, causing Aire to incur coercive debt without her  
21 knowledge and consent which also reduced the value of the real  
22 properties. He also took out loans also reducing the equity on the  
23 properties in both 2008 and 2016. He kept the loans for himself thus  
24  
25  
26  
27  
28

1 enjoying a double benefit from the coerced debt, reducing the equity in  
2 the properties AND keeping the loan money for himself only.

3  
4 180. On April 16, 2008, Judge Wendy Kohn ordered Egbase to pay  
5 spousal and child support. When Egbase realized he would be paying  
6 substantial support, he requested reconciliation in May 2008. By October  
7 2008, family and DCFS cases were closed, and Egbase was allowed back  
8 home. **Egbase brought the properties mortgages current as he would**  
9 **do years later once he learned that Aire's appeal of the family court**  
10 **judgment in 2019 had been dismissed.**

11  
12  
13  
14 181. Egbase resumed his long absences from home, concealing from Aire  
15 the family finances, and the fraudulent transfers of property he was  
16 making without her knowledge or consent. He also began an adulterous  
17 relationship in California, renting an apartment as his "love nest" using  
18 community funds to pay the rent which went on for several years.

19  
20  
21 182. On July 31, 2016, Egbase left his cell phone at the house while he  
22 was out. The phone was unlocked. Upon examining it, Aire was utterly  
23 shocked to discover overwhelming evidence that during the marriage,  
24 Egbase had been systematically stealing community funds and  
25 transferring them to Nigeria without her knowledge or consent. The  
26 phone contained numerous emails and financial transactions that revealed  
27  
28

1 a long-standing, covert scheme of monetary transfers involving detailed  
2 instructions for wiring both U.S. dollars and Nigerian Naira to  
3 individuals in Nigeria. These transactions were conducted using  
4 community funds.  
5

6  
7 183. The messages showed Egbase orchestrating the transfers with the  
8 assistance of his employee, Ebahi Ehichioya. The financial instructions  
9 were precise, listing amounts, names of recipients, and destination  
10 accounts.  
11

12 **Notable documented transactions from cell phone, includes**

13 - **December 29, 2011:** Egbase emailed his associate Ebahi Ehichioya,  
14 directing the following:

15 - ~~₦~~1,000,000 Naira to Victory Obuane (approx. \$6,250 USD at 2011  
rate of ~~₦~~160/\$1)

16 - \$500,000 USD to “Christopher” (increased from an earlier  
instruction of \$300,000)

17 - \$350,000 USD to Chief Richard

18 **Total: \$856,250 USD + ~~₦~~1,000,000 Naira (≈ \$6,250 USD) =**  
19 **\$862,500 USD**

20 - **April 18, 2012:**

21 Egbase emailed Marcel Imoisili instructing him to transfer  
22 ~~₦~~3,200,000 Naira to Victoria. Marcel confirmed the transfer in  
writing.

23 **Total (at ~~₦~~157/\$1): ≈ \$20,382 USD**

24 - **April 29, 2013:** Egbase emailed his sister in Nigeria instructing:

25 - ~~₦~~2,500,000 Naira to Agenmomwen (≈ \$15,625 USD)

26 - ~~₦~~700,000 Naira to Chief Richard (≈ \$4,375 USD)

27 **Total: \$20,000 USD**

28 Combined total of these documented transactions:

- \$862,500 USD (Dec 29, 2011)

- \$20,382 USD (Apr 18, 2012)

- \$20,000 USD (Apr 29, 2013)

**Grand Total: \$902,882 USD**

184. These transactions represent only a small portion of the unlawful transfers discovered on Egbase's phone. All were conducted without Aire's knowledge or consent and violated the fiduciary duties owed to her during marriage. These acts constitute:

- Conversion of community property
- Breach of fiduciary duty
- Potential violations of federal law under mail and wire fraud statutes

185. These acts show a pattern of deceit, financial manipulation, and calculated exploitation of community assets, with the assistance of Egbase's associates. The evidence retrieved from Egbase's own phone provides firsthand proof of his fraudulent actions and misconduct.

186. When Aire saw these secret transfers of funds Aire decided this was the final straw. She told Egbase she was finished with the marriage.

187. Further email and text message records reveal that these transactions were part of a broader scheme spanning several years, totaling approximately \$2,000,000 (dollars) in community funds transferred to Nigeria. The majority of these transfers were executed covertly with the assistance of his office staff, predominantly Ebahi Ehichioya.

188. At trial, Judge Christine Byrd refused to allow evidence of Egbase's theft and fraudulent transfers of community funds to Nigeria to be formally admitted, based on Egbase's false claim that Aire had

1 unlawfully obtained the financial records from his office computer. This  
2 accusation was entirely false and easily disproven. Aire had discovered  
3 the relevant email communications and financial records directly from  
4 Egbase's personal cell phone, which he had left unlocked at their  
5 residence on July 31, 2016. These emails revealed Egbase's explicit  
6 instructions to transfer large sums of community funds to various  
7 individuals in Nigeria.  
8  
9  
10

11 189. Despite the evidence's authenticity and direct relevance to the case,  
12 Aire's attorney at trial failed to adequately present or defend its  
13 admissibility. Aire was forced to threaten her attorney to introduce the  
14 material herself if her attorney continued to suppress it. When the  
15 attorney finally referenced the evidence in open court, he did so  
16 inaccurately and misleadingly. Specifically, while referencing the  
17 December 29, 2011, email from Egbase to Ebahi Ehichioya—where  
18 Egbase instructed the transfer of \$350,000 USD to Chief Richard—  
19 Aire's attorney falsely testified that the instruction was for ₦350,000  
20 Naira, a gross misrepresentation that significantly minimized the fraud.  
21  
22  
23  
24

25 190. Worse still, the attorney failed to submit the original email as an  
26 exhibit or attach it to the court record, ensuring that the document could  
27 not be relied upon or reviewed by the court. Whether by negligence or  
28

1 intent, this omission prevented the court from considering crucial proof  
2 of Egbase's fraudulent conduct. Aire's effort to expose the theft of  
3 community funds was obstructed both by judicial discretion and  
4 ineffective assistance of counsel.  
5

6  
7 191. Aire's retrieval and exposure of these transactions was not a violation  
8 of Egbase's privacy, but a lawful and necessary act to uncover egregious  
9 marital misconduct, conversion of community property, and potential  
10 federal crimes. These acts constitute a breach of fiduciary duty, theft of  
11 Aire's one-half interest in community assets, **and potential violations of**  
12 **federal mail and wire fraud statutes.** That the evidence was wrongfully  
13 excluded from trial proceedings deprived Aire of due process and  
14 allowed Egbase's financial misconduct to go unpunished.  
15  
16  
17

18 Privilege Pierced by Ongoing or Future Wrongful Conduct: The  
19 Crime Fraud Privilege Exception is Broader Than You Think  
20 By: W. Scott O'Connell found  
21 at [.iadclaw.org/assets/1/17/Privilege\\_Pierced\\_by\\_Ongoing\\_or\\_Future\\_Wrongful\\_Conduct.pdf?7797](https://iadclaw.org/assets/1/17/Privilege_Pierced_by_Ongoing_or_Future_Wrongful_Conduct.pdf?7797)  
22

23 192. Aire had filed a dissolution case as a pro per in May 2016 on advice  
24 of a friend. Egbase appeared to change his behavior and Aire did not  
25 serve him. Having realized he had been hiding community funds for  
26 years from her, on August 1, 2016, Aire met with the Bloom firm, to  
27 commence dissolution. Egbase ducked service. He was finally served on  
28

1 October 29, 2016. As already alleged, the firm jumped ship leaving Aire  
2 to fend for herself.  
3

4 193. Initially, Egbase retained attorney **Maya Shulman with \$10,000 of**  
5 **community funds** *who sent Aire a letter falsely claiming an ongoing*  
6 *dissolution matter since 2008.* The Bloom firm then dropped Aire in  
7 violation of its collective ethical duty not to abandon a client who is in a  
8 vulnerable position.  
9

10  
11 194. In May 2017, Regan & Associates, Aire's former attorneys sought  
12 unpaid attorney fees from 2008. *Egbase realized that his decision to*  
13 *claim the case had been pending for years was backfiring on him because*  
14 *not only he would have to pay attorney fees but also enormous unpaid*  
15 *child and spousal support. He then retained a new attorney, Annette*  
16 **Kulik, using \$15,000 of community funds, and changed the date of**  
17 **separation to 2007 to 2015.**  
18  
19

20  
21 195. Returning to the chronology, on August 1, 2016, following Aire's  
22 confrontation of Egbase with his theft of community cash, he moved out,  
23 and Aire retained the Bloom firm. On October 29, 2016, the Bloom Firm  
24 served Egbase with her dissolution petition.  
25

26 196. As already alleged, Egbase went on the offensive and decided he  
27 would revive the moribund dissolution lawsuit he had filed in 2007  
28

1 because thanks to the gross negligence of LASC, it was not dismissed  
2 although closed.  
3

4 197. Egbase retained counsel, —, who in direct violation of her code of  
5 ethics contacted Aire although she knew Aire was represented by  
6 counsel. —threatened and intimidated Aire and told her to dismiss her  
7 dissolution lawsuit.  
8

9 LASC Aiding Egbase: Backdating, Filing Room Tampering, and  
10 Docket Manipulation Related to Plaintiff’s Motion for New Trial  
11 198. Plaintiff alleges that the Los Angeles Superior Court (“LASC”),  
12 through its courtroom staff and docket clerks assisted Defendant Anthony  
13 Egbase in a pattern of fraud upon the court by deliberately backdating,  
14 suppressing, and manipulating docket entries to deprive Plaintiff of post-  
15 trial remedies and to conceal Egbase’s non-compliance.  
16  
17

18 199. On March 13, 2020, Plaintiff filed a Motion for New Trial and  
19 properly served Petitioner Egbase by certified mail on March 9, 2020. A  
20 second Proof of Service dated March 16, 2020, executed by LaToiya  
21 Cooper, was also submitted. The Motion and Proof of Service were  
22 physically accepted at the filing window by Judge Byrd’s assigned  
23 courtroom clerk, who personally removed Plaintiff from the standard line  
24 in the filing room and logged the documents.  
25  
26  
27  
28



1           200. Despite the filing being accepted and logged, the Case Summary did  
2           not reflect any Proof of Service. Subsequently, on May 6, 2020, Judge  
3           Byrd ruled on Plaintiff’s Motion for New Trial two days before the  
4           scheduled hearing for May 8, 2020, stating in the order:

5                           *“No proof of service was filed, and Petitioner has not responded to*  
6                           *the Motion.”*

7                           This statement contradicts the factual record and is directly  
8                           contradicted by Plaintiff’s conformed Proof of Service form (FL-335),  
9                           filed weeks prior.

10          201. Plaintiff later discovered that a Declaration by Anthony Egbase,  
11          dated March 25, 2020, appeared in the case docket only after Judge Byrd  
12          had ruled, falsely giving the impression that Egbase had timely  
13          responded to the motion. The response was not present in the docket  
14          before the ruling, as confirmed by Plaintiff’s screenshots from the online  
15          Case Summary captured between March and May 2020.

16          202. Upon examining the hard copy of Egbase’s declaration, Plaintiff  
17          identified a secondary, upside-down stamp bearing the date “6/16/2020”  
18          on the left margin—evidence that the filing was not received or  
19          processed by the court until June 16, 2020. Despite this, the document  
20          was **fraudulently backdated to March 25, 2020**, and inserted into the  
21          court’s Register of Actions as if it had been timely filed. Plaintiff never  
22          23          24          25          26          27          28

1 received a copy of the response prior to the court’s ruling, further  
2 confirming the response was not filed or served as required by law.  
3

4 203. This post-hoc insertion of Egbase’s declaration into the record, after  
5 Judge Byrd had ruled, was done in collaboration with court staff to  
6 protect Egbase and retroactively justify the court’s ruling. It constitutes a  
7 clear example of fraud upon the court, manipulation of the public record,  
8 and denial of Plaintiff’s constitutional right to be heard.  
9  
10

11 204. Judge Byrd’s reliance on the fabricated record and her shifting  
12 justifications for denying the motion—including her excuse that the court  
13 lacked proof of service despite accepting and logging the documents  
14 through her own courtroom clerk—demonstrates judicial complicity in  
15 the fraud. This misconduct deprived Plaintiff of a fair post-trial  
16 proceeding and actively concealed Egbase’s failure to respond.  
17  
18

19 205. Egbase has consistently relied on the excuse of “clerical error” to  
20 explain and cover up his failure to follow court rules or file documents on  
21 time. In later filings, including his October 21, 2020, opposition, Egbase  
22 wrote:  
23  
24

25 “It appears the trial court did not receive Petitioner’s response due to  
26 the pandemic.”

27 This is a false and misleading justification used to mask the late filing  
28 and conceal the **collusion with court clerks to reinsert the  
document post-ruling and backdate it.**

206. Additionally, Plaintiff alleges that the LASC, through the same personnel including Clerk TATYANA BETS, deleted two prior rejected Writs of Execution submitted by EGBASE under Unlawful Detainer Case No. **20VEUD00634**, which had been improperly cross-referenced in the family law case LD051587 case summary, After securing a fraudulent writ under a modified case number **20VEDU00634**, court staff removed the previously rejected filings from the case summary, thereby hiding the procedural denials and paving the way for EGBASE to wrongfully evict Plaintiff.

207. These combined actions demonstrate a systemic abuse of judicial authority, with LASC court personnel aiding Egbase in manipulating the case record. The falsification of court records, improper docket alterations, and coordinated omissions constitute fraud upon the court, violations of Plaintiff's due process rights under the Fourteenth Amendment, and a deprivation of rights actionable under 42 U.S.C. § 1983.

## INCOME CONCEALMENT, DISCOVERY MISCONDUCT, AND DATE OF SEPARATION FRAUD

## Sustained Financial Support Contradicting Claimed Separation

**Date**

1           208. Defendant Egbase asserted the parties were separated as of February  
2           2015. However, Plaintiff's bank statements reveal that Egbase continued  
3           to provide regular financial support well beyond that date. On or about  
4           May 2016, Egbase deposited \$10,000 into Plaintiff's account. From  
5           August 2016 through November 2017, Plaintiff received \$500 per week,  
6           totaling \$2,000 monthly. This support pattern strongly rebuts Egbase's  
7           claimed separation date and corroborates Plaintiff's assertion of a true  
8           separation date of August 1, 2016. Egbase's reduction in support  
9           immediately after being informed of the impending divorce indicates  
10          strategic financial manipulation.

11          209. False Statements Under Oath Regarding Discovery On February 5,  
12          2019, Egbase told Judge Firdaus Dordi in open court that he had already  
13          produced discovery covering the period of 2015 through February 2017  
14          to Plaintiff's former counsel. He stated:

15                "MR. EGBASE: I HAVE AN ISSUE WITH THAT, YOUR HONOR,  
16                BECAUSE PRIOR COUNSEL GOT FROM 2015 TO FEBRUARY  
17                2017, BUT WHEN THEY DEMAND SAME THING, I GAVE HIM  
18                FROM JANUARY 2017 TO PRESENT, TO THE DATE OF THE  
19                DEMAND. SO HE HAVE EVERYTHING, ALL OF MY BANK  
20                STATEMENTS, BANK STATEMENTS FROM NIGERIA, ALL  
21                RECEIPTS AND EVERYTHING THAT HE HAS DEMAND..."  
22          210. This statement was false. Email evidence dated February 6, 2017,  
23          from Attorney Maya Shulman to Attorney Vernon Ellicott, and the  
24          25          26          27          28

1 document titled “2-4-17 PET'S SCHEDULE OF ASSETS AND  
2 DEBTS,” confirm that Egbase did not provide any 2016 bank records.  
3  
4 The declaration was intentionally misleading and constitutes perjury.

5 211. Evasive Discovery Practices. When questioned about providing his  
6 QuickBooks financial records, Egbase responded, “I don't know what  
7 that means; does the Court know what that means?” His failure to  
8 produce these documents concealed a critical accounting trail. **These**  
9 **evasive answers were part of a calculated plan to avoid full**  
10 **disclosure, particularly of the year 2016, during which Egbase**  
11 **earned income exceeding \$1 million, including from international**  
12 **legal work.**

13  
14  
15  
16 212. Manipulation of Financial Records and Shifting Declarations Egbase  
17 demonstrated a pattern of altering his narrative depending on who  
18 represented him. With Maya Shulman, he claimed the date of separation  
19 was 2007. With Annette Kulik, he changed it to 2015. This was a  
20 recurring tactic to avoid discovery obligations and adjust the marital  
21 timeline to his financial advantage.  
22  
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\$480 Million Nigeria Looted Funds Briefing at the United States Congress: A delegation led by Chairman, US/Nigeria Relations & Inter-Parliamentary Committee, Nigeria House of Reps, Hon. E.J. Agbonayinma to the United States Congressional Nigeria/Caucus at the hearing room with Co-Chair, Congressman Chibot (R) Co-Chair, Congresswoman Sbeila Jackson Lee (D) Congresswoman Bass (D) are both members of Judiciary and Foreign Affairs. From Nigeria are: Special Adviser to President Buhari on Justice Barr. Juliet Ibekaku, representing the Attorney General of the Federation and Minister of Justice, Nigeria, Mr. Abubarka Malami, Dr. Gbara Awanen, Minister/Head of Political Section, Embassy of Nigeria and Mr. Anthony Egbase, Attorney at Law, A.O.E Law & Associates, United States. The meeting took place on June 13th, 2017. Photo by US Congressional Staff.



**Photo of Defendant Anthony Egbase, appearing on June 13, 2017, at the United States Congress as part of a diplomatic delegation regarding the recovery of \$480 million in looted Nigerian funds.**

213. Representing himself as principal counsel of A.O.E. Law & Associates and as legal liaison to the Nigerian Government, Egbase's involvement in this high-profile contract—awarded during the marriage—was never disclosed to the California family court. This engagement directly contradicts his sworn claims of zero income and disability, as no record of this or any associated compensation from the Nigerian Government was reported by Defendant's accountant, Yelena Kaminsky, nor acknowledged in Judge Byrd's final ruling. Plaintiff's

1 counsel, David Ingram, failed to present this material evidence at trial,  
2 despite repeated requests. This contract is one of several obtained by  
3 Egbase during the marriage, further evidencing financial concealment  
4 and willful fraud upon the court. **Reports indicate Egbase was entitled**  
5 **to a 40% recovery** fee for his role in representing Nigeria in U.S.  
6 litigation involving the repatriation of corruption proceeds.  
7

8  
9  
10 **214. Contradictory Mortgage Testimony**

11 Egbase falsely testified that his mortgage payment was **\$3,950 per**  
12 **month during the trial**—a figure his accountant, Yelena Kaminsky,  
13 repeated. However, during a hearing before Judge John Slawson on  
14 November 17, 2017, Egbase admitted that the actual mortgage payment  
15 for the family home at 4852 Queen Florence Lane was **\$5,385**. Mortgage  
16 records confirm his last payment was \$5,365 on February 22, 2017. This  
17 abrupt cessation occurred at the same time he began withholding 2016  
18 financial records, suggesting he was funneling money elsewhere,  
19 possibly into accounts held by his sister.  
20  
21  
22

23 **215. Evidence of Lavish Spending During Alleged Financial Hardship**

24 While claiming financial hardship, Egbase continued to fund luxury  
25 expenses. In June 2015, he and his son flew to Nigeria on first-class  
26 tickets costing \$10,000. From September to December 2016, he spent  
27  
28

1 over \$60,000 on their son's international education in the UK, including  
2 tuition at Warwick University, accommodation, airfare, and over \$10,000  
3 in pocket money. He also made more than \$20,000 in political  
4 contributions in 2016. None of these expenses were disclosed to the court  
5 or his accountant.  
6  
7

8 216. Spending Pattern Inconsistent with Claimed Income From 2015 to  
9 August 2016, Egbase's spending patterns—mortgage payments of  
10 approximately \$5,385 monthly, the maintenance of a separate hidden  
11 condominium costing \$3,500 per month, first-class and business class  
12 trip to Nigeria costing between \$5,000 to \$10,000, a \$10,000 deposit into  
13 Plaintiff's account in May 2016, and tens of thousands spent on his son's  
14 overseas education—clearly indicate that his income could not have been  
15 between \$12,000 and \$18,000 per month as he claimed. These figures  
16 point to concealed sources of income and contradict his sworn  
17 declarations. Egbase's lifestyle and continued financial output reflect  
18 substantial undisclosed wealth, bolstering the allegation that he misled  
19 the court under oath.  
20  
21  
22  
23  
24

25 217. Summary of Pattern of Financial Fraud **Egbase's sustained support,**  
26 **failure to produce 2016 discovery, perjured statements to the court,**  
27 **shifting narratives, mortgage misrepresentation, and concealment of**  
28



1 luxury spending form a deliberate pattern of litigation abuse. These acts  
2 constitute fraud upon the court and violated Plaintiff's constitutional  
3 rights. Plaintiff requests that this Court take judicial notice of these  
4 findings in support of claims under 42 U.S.C. § 1983, and to consider  
5 sanctions, restitution, and criminal referral as warranted.  
6  
7

8  
9 **Denial of Attorney Fees:**

10 218. The Bloom Firm abandoned Aire. The firm failed to file a motion for  
11 attorney fees and costs, and a motion to dismiss the now moribund case  
12 Egbase had revived although not even on life support. The firm stipulated  
13 without Aire's knowledge to dismiss her lawsuit. This left Plaintiff  
14 unrepresented and gave Egbase the opening to begin his fraudulent  
15 litigation against Aire. Egbase used the fact his lawsuit was nine years  
16 old over and over again against Aire, and routinely lied to the judges  
17 what had occurred in the case before it was closed, such as claiming he  
18 had paid attorney fees he was ordered to pay Aire's law firm when he had  
19 not.  
20  
21  
22  
23

24 219. For nearly two years, from August 1, 2016—when Aire informed  
25 Egbase that the marriage was over—until June 27, 2018, when the court  
26 finally granted her first award of attorney's fees for \$15,000, Aire was  
27 left without legal representation, while Egbase continued to retain legal  
28

1 counsel and manipulate the proceedings. Egbase had already spent over  
2 \$25,000 of community funds on two separate attorneys, arguing two  
3 contradictory theories—first claiming that the date of separation was in  
4 2007, then shifting his position to 2015, and even agreeing with Aire that  
5 the date he finally vacated the family home was August 1, 2016,  
6 depending on what best suited his legal strategy at the moment. No judge  
7 held Egbase accountable for his blatant manipulation of the record, nor  
8 did they question that he initially claimed the separation occurred in 2007  
9 and then no, it occurred eight years later.  
10  
11  
12  
13

14 220. Aire had no idea of J. Blanco's conspiracy with Egbase in concocting  
15 the false date of dissolution, when she stipulated on August 24 to J.  
16 Blanco who was still a commissioner to hear her request for attorney  
17 fees. J. Blanco refused to award Aire fees and played games on the  
18 bench.  
19  
20

21 221. Instead, J. Blanco focused on the date of separation although the issue  
22 was not before her. Egbase initially agreed with Aire that he moved out  
23 of the home on August 1, 2016, but claimed the date of separation was  
24 February 22, 2015, was the date as moronic as it seemed (DOS February  
25 2015 but his final move out was 18 months later).  
26  
27  
28

1           222. With nothing resolved, inexplicably, J. Blanco incompetently and  
2           inexplicably ordered the case to trial inflicting severe emotional distress  
3           on Aire who had no attorney and had not conducted any discovery.

4           The next hearing occurred on November 17, 2017, before Judge Slawson.  
5           Aire requested a continuance of the trial. She stated:

6                       I don't think this is fair. I don't have any legal experience. I've  
7                       not  
8                       had any attorney to support me. he's an attorney, and he's had  
9                       legal  
10                      representation all the way to our first hearing. He spent over  
11                      20,000. I  
12                      had no money. I can't represent myself. It is just going way  
13                      above  
14                      me... I would like to have a continuance until I can seek  
15                      counsel. I  
16                      can't do this. I just can't do it.

17           223. J. Slawson allowed Egbase to benefit by the gross negligence of  
18           LASC in not dismissing Egbase's dissolution petition he had filed in  
19           2007 and allowing him to reopen it. Despite the fact that Aire had made  
20           her case for needs-based attorney fees as a result of which she was  
21           unprepared for trial, judge dismissed her request, stating that the case had  
22           already been going on for a long time and denied her continuance.  
23           Egbase did confirm to Judge Slawson that he moved out of the family  
24           home on July 31, 2016.

25                      The Dates of Marriage and Separation Decided by J. Byrd Were  
26                      Chosen for the Sole Purpose of Denial of Spousal Support and  
27                      Community Property.  
28

1 A. J. Byrd aimed to intimidate Aire. On the first day of trial, J. Byrd herself  
2 violated Evid. C. Secs. 351.2, 351.3, 351.4 and directly inquired in open  
3 court **about Aire’s American citizenship status while never asking**  
4 **about Egbase’s**. She violated these sections because there was no  
5 request for an in-camera hearing on Aire’s citizenship status. Given the  
6 present-day Trump xenophobic mania and hysteria, no California judge  
7 should be allowed to engage in such shameful anti-immigrant misconduct  
8 since California is a sanctuary city. J. Byrd should be investigated  
9 forthwith by the Commission on Judicial Performance which will receive  
10 a copy of this complaint.

11  
12  
13  
14  
15 A. Date of Marriage.

16 224. According to Nigerian customary law, a marriage is considered valid  
17 if the parties and their parents’ consent to the marriage, there are a  
18 payment of bride price and a celebration of the marriage, followed by the  
19 couple’s cohabitation and consummation. Supreme Court of Nigeria case  
20 Osamwonyi vs. Osamwonyi (1972) SC 1 and further supported by E.I.  
21 Nwogugu in “Family Law in Nigeria” .

22  
23  
24  
25 225. Egbase arranged for a **traditional marriage** the first time he was  
26 married, which was to a Nigerian woman he met at University of Benin.  
27 When the marriage ended, Egbase requested the return of the bride price  
28

(dowry), a practice permitted under Nigerian custom. Egbase also sought the Nigerian marriage when he married **Aire which occurred on April 26, 2002**, a month after the couple's second child was born.

226. In accordance with Nigerian custom, the parties first entered into a traditional marriage on April 26, 2002, in Nigeria. This ceremony was solemnized with a formal dowry payment, an essential component of a valid customary union under Nigerian law. Such traditional marriages are deeply rooted in cultural norms and are fully recognized as binding by both families and the community.

227. Among Nigerians, it is not uncommon for couples to hold multiple ceremonies—typically a customary wedding, followed by a civil registration, and, where applicable, a church ceremony. These events often depend on the parties' social status, religion, and financial ability. In this case, although Defendant Egbase repeatedly promised a church ceremony throughout the marriage, it never took place.

228. Subsequently, the parties mutually agreed to **register their marriage in Los Angeles on April 7, 2005**, and hoping the following of a church wedding that never happened.

229. Despite the 2002 traditional marriage being the true beginning of their marital union, this earlier marriage was never presented or litigated

1 during trial. Attorney David Ingram failed to introduce this material fact,  
2 and by doing so, deprived Plaintiff of the opportunity to establish the full  
3 scope of her marital contributions and duration. The trial court relied  
4 solely on the 2005 civil registration date, which substantially diminished  
5 Plaintiff's legal and equitable rights.  
6

7  
8 230. During the dissolution proceeding, Egbase disavowed its legitimacy  
9 for obvious reasons, to deprive Aire of her fair share of property and  
10 spousal support. Ingram refused to cross examine Egbase about the  
11 Nigerian marriage and to put on an expert witness about traditional  
12 marriage in Nigeria and the Egbase/Aire Nigerian marriage in particular,  
13 although Aire had provided the name of a witness to Ingram who could  
14 testify about traditional Nigerian marriages and whether the Egbase/Aire  
15 Nigerian marriage was valid.  
16  
17  
18

19 231. The date of marriage was the date of registration of the marriage, not  
20 the marriage, shaving off three years of community property acquisition  
21 and entitlement to spousal support.  
22  
23

24 B. The Date of Separation.

25 The Couple's Claimed Dates of Separation (also affecting community  
26 property acquisition and entitlement to spousal support):  
27  
28

1       232. Aire was consistent from the day she announced to Egbase that the  
2       marriage was over, which was August 1, 2016, that August 1, 2016, is the  
3       date separation.  
4

5       233. Applicable Legal Standard for Determining the Date of Separation in  
6       California Under California Family Code § 70(a), the “date of  
7       separation” means the date that a complete and final break in the marital  
8       relationship has occurred, as evidenced by both of the following:  
9  
10

11               One spouse has expressed to the other their intent to end the  
12               marriage;

13               The conduct of the spouse is consistent with their intent to end the  
14               marriage.

15               The statute requires courts to weigh all relevant evidence in  
16               making this determination and expressly overrides the former

17               **In re Marriage of Davis (2015) ruling, which required physical**  
18               **separation. Under § 70, the emphasis is now on conduct and**  
19               *intent.*

20       234. **Timeline and Conduct Supporting August 1, 2016, as the Legal**

21       **Separation Date** Plaintiff clearly informed Defendant of her intent to  
22       end the marriage on August 1, 2016. Defendant moved out of the marital  
23       residence that same day. Following the separation, Defendant  
24       transitioned from inconsistent financial contributions to a structured  
25       payment of \$500 per week (\$2,000/month), mimicking spousal support.  
26       These acts demonstrate Defendant’s acknowledgment of separation.  
27  
28

**Additional Evidence of Legal Separation**

235. Defendant was served with divorce papers on October 29, 2016. Prior to separation, Egbase deposited \$10,000 into Plaintiff's bank account in May 2016 and made regular mortgage payments of \$5,385 monthly, further disproving his claimed separation in February 2015. These financial activities are inconsistent with separation and affirm that August 1, 2016, was the operative date.

236. Egbase on the other hand was a chameleon, first, falsely claiming that he and Aire had separated years ago in 2007, with the information he provided his attorney, in 2016, Maya Shulman, based on his filing the moribund dissolution lawsuit at that time, then when he realized the financial woes he would face, such as hundreds of thousands of dollars in support and attorney fees, he initially agreed in court with Aire that the separation date was August 1, 2016. Then, he argued no, it was April 2016 and then settled for February – 2015.

**Judge Byrd's Ruling:**

**Suppression of Plaintiff's Testimony on Date of Separation and  
Judicial Collusion to Endorse a False Narrative**

237. Plaintiff incorporates all preceding allegations. During trial in In re Marriage of Egbase, Case No. LD051587, the court presided over by Judge Christine Byrd permitted Petitioner Anthony Egbase to dominate the trial record with his version of the alleged date of separation. Egbase



1 was allowed to testify uninterrupted for nine (9) full trial days,  
2 culminating in the Court adopting his unsupported separation narrative  
3 and excluding Plaintiff's rebuttal entirely.  
4

5 238. This exclusion was not inadvertent. In a calculated maneuver cloaked  
6 as "judicial efficiency," Judge Byrd claimed that the court calendar  
7 required her to move proceedings forward without allowing Plaintiff to  
8 testify on the key issue of the parties' date of separation — the very issue  
9 on which Egbase had been granted extensive time. Plaintiff did not  
10 consent to this exclusion. Nevertheless, the Court falsely stated in the  
11 record that "both sides agreed" to this decision, when in fact only counsel  
12 (David Ingram for Plaintiff and Adam Apollo for Petitioner) agreed —  
13 without Plaintiff's informed consent or waiver of her right to be heard.  
14  
15  
16  
17

18 239. Egbase's testimony on the date of separation was inconsistent and  
19 demonstrably false. In a hearing before Commissioner Alicia Blanco on  
20 October 11, 2017, Egbase testified under oath that he moved out in July  
21 or August 2016, stating: "It was the same day I returned from the trip  
22 from Nigeria... I don't recall the date, but it's a part of July, August  
23 2016." (Transcript from Hearing before Commissioner Blanco, Oct. 11,  
24 2017, Pg. 41) This was also confirmed by Plaintiff on the same record:  
25  
26  
27  
28

1 “Yes, that date was August 1st... Because that is the date he moved out.”  
2  
3 (Id., Pg. 29).

4 240. However, during the trial before Judge Byrd in 2019, Egbase  
5 radically altered his position, testifying that he vacated the family  
6 residence on April 11, 2016, and claiming the final separation date was  
7 February 23, 2015, later adopted by the court as June 5, 2015, despite the  
8 lack of objective support. This contradiction was never reconciled, and  
9 the trial court made no finding as to why Egbase’s change in testimony  
10 should be considered more credible than the sworn earlier statement  
11 under Commissioner Blanco.  
12  
13  
14

15 241. The court further mischaracterized Plaintiff’s position in the  
16 Statement of Decision, falsely suggesting she “asserted inconsistent  
17 positions” and that her testimony was “confused,” even though she  
18 maintained — with corroborating evidence — that Egbase remained in  
19 the home until August 2016.  
20  
21

22 242. The judge’s decision to block Plaintiff’s rebuttal testimony—after  
23 allowing Egbase nine days to present his version—was not neutral. It was  
24 an intentional and unconstitutional suppression of critical evidence that  
25 undermined Plaintiff’s right to due process, equal protection, and a fair  
26 trial under the Fourteenth Amendment.  
27  
28

1 This conduct is directly contrary to binding California appellate  
2 precedent. In *Blumenthal v. Superior Court*, 137 Cal.App.4th 680, 683–684  
3 (2006), the court held that a trial judge has no authority to impose  
4 arbitrary time constraints on a party’s right to present evidence for the  
5 court’s convenience. Similarly, in *Marriage of Carlsson*, 163 Cal.App.4th  
6 281, 290–292 (2008), the appellate court found reversible error where the  
7 family court judge curtailed trial proceedings for calendar reasons,  
8 infringing on both parties’ rights to a fair hearing.

243. Judge Byrd’s ruling violated both California case law and

9 constitutional safeguards by:

- 10 - Endorsing Petitioner’s last-minute version of events
- 11 - Misstating the evidentiary record in the Statement of Decision
- 12 - Excluding material evidence offered by Plaintiff
- 13 - Misrepresenting Plaintiff’s alleged agreement to forgo testimony
- 14 - Denying Plaintiff, the opportunity to confront and rebut

16 contradictory evidence

18 244. Plaintiff alleges this suppression of evidence was part of a broader  
19 pattern of collusion and judicial misconduct to favor Petitioner Egbase,  
20 shield court officers from exposure, and finalize a fraudulent bifurcation  
21 and dissolution judgment that stripped Plaintiff of her rights to support,  
22 equitable distribution, and redress.

25 245. Respondent Aire possessed competent and credible evidence on her  
26 phone, including time-stamped photos and text messages, which  
27 conclusively demonstrated that the marital relationship between the  
28

1 parties continued until at least August 1, 2016. These communications  
2 established cohabitation, shared activities, and a continuing spousal  
3 relationship.  
4

5 246. Despite this, both Egbase and Respondent's counsel at the time,  
6 David Ingram, collaborated to suppress this critical evidence. Ingram  
7 failed to introduce the documents into evidence, and jointly with Egbase,  
8 obstructed Aire from using the digital records from her phone at trial.  
9  
10

11  
12 **IMPROPER DATE OF SEPARATION AND SUPPRESSION OF**  
13 **CRUCIAL EVIDENCE**

14 247. One of the key issues misrepresented and manipulated during the trial  
15 was the date of separation between Plaintiff and Defendant Anthony  
16 Egbase. The trial court, under Judge Christine Byrd, adopted June 5,  
17 2015, as the date of separation, despite substantial and credible evidence  
18 demonstrating that the parties continued to cohabit and conduct  
19 themselves as a married couple well beyond that date.  
20

21 248. Thanksgiving messages exchanged between Plaintiff and Defendant  
22 on November 25, 2015, in which Defendant Egbase expressed emotional  
23 distress about being unable to spend the holiday with Plaintiff and their  
24 children, and Plaintiff reciprocated with messages of love, support, and  
25 gratitude. Defendant wrote:  
26  
27  
28

1       249.    *"My darling and my wonderful boys. I wish you all happy*  
2            *thanksgiving. I want you to know it hurts not to celebrate this*  
3            *thanksgiving holiday with you. However, sometimes we have to make*  
4            *sacrifices so that we have better and more prosperous thanksgivings in*  
5            *years to come."*

6  
7  
8       250.    Plaintiff responded: *"Give thanks with a grateful heart... Most*  
9            *thankful for you, working v hard, Distance does not make me any less*  
10           *appreciative of the love, care and concern. Happy thanksgiving."*

11  
12       251.    Furthermore, on May 15, 2016, Plaintiff and Defendant took a photo  
13            together at an upscale location. The photo was captured on Plaintiff's  
14            personal iPhone device, which includes metadata verifying the date and  
15            authenticity of the image. This photograph was consistent with the  
16            parties' marital conduct and contradicts the June 5, 2015, separation date.

17  
18  
19       252.    Plaintiff references a photograph taken with her iPhone on May 15,  
20            2016, at the Ritz-Carlton in Midtown Atlanta. The metadata of this image  
21            confirms it was captured at 12:17 p.m. during a family trip intended to  
22            reaffirm the marriage. This trip was referenced in trial testimony.

23  
24            However, Egbase, leveraging his legal acumen, sought to invalidate the  
25            photograph by challenging whether it was a "selfie" and who was present  
26            when it was taken. His argument was not a denial of the event but an  
27  
28

1 attempt to discredit its timing and significance. Plaintiff will attach the  
2 May 15, 2016, photo as Exhibit \_2\_ to this Complaint.  
3

4 253. The impact of this finding was severe: by backdating the separation to  
5 2015, the court eliminated Plaintiff's right to spousal support, property  
6 division, and pension contributions accumulated thereafter. This decision  
7 failed to account for Plaintiff's financial dependency, having been a stay-  
8 at-home spouse for over 20 years.  
9

10  
11 254. As further evidence, Plaintiff shows that Egbase deposited \$10,000  
12 into Plaintiff's account in May 2016, and between August 2016 through  
13 November 2017, made weekly \$500 cash payments, consistent with  
14 spousal support and household maintenance. These transactions, which  
15 Plaintiff's counsel failed to submit at trial, further disprove the court's  
16 adopted separation date, June 5, 2015.  
17

18  
19 255. Plaintiff asserts that the failure of Plaintiff's attorney, David Ingram,  
20 to present this financial and photographic evidence, along with the  
21 suppression of crucial documents including Egbase's complete passport  
22 and travel records, deprived Plaintiff of a fair adjudication of marital  
23 rights.  
24

25  
26 256. The manipulation of the separation date to cut off Plaintiff's  
27 entitlements, the judicial disregard of intimate evidence, and the court's  
28

1 acceptance of unsupported testimony by Defendant constitute a violation  
2 of Plaintiff's due process and equal protection rights under 42 U.S.C. – §  
3 1983.  
4

5 257. Egbase's fraudulent actions caused Plaintiff severe financial,  
6 emotional, and procedural harm. By leveraging unlawful court access and  
7 exploiting Plaintiff's cognitive challenges, Egbase deprived Plaintiff of  
8 her constitutional rights, including due process and equal protection,  
9 entrenching systemic abuse within the judicial system.  
10

11 258. Judge Byrd's action constitutes an abuse of discretion and a denial of  
12 Plaintiff's fundamental due process rights. It also reflects judicial bias in  
13 favor of Egbase, given that the Court disregarded verifiable evidence and  
14 adopted an unsupported narrative that benefited Egbase's position  
15 regarding asset distribution and support.  
16

17 259. The actions of Judge Byrd not only disregarded binding authority but  
18 also denied Plaintiff a fair opportunity to be heard, in violation of  
19 California due process standards. The trial court's conduct supports  
20 Plaintiff's broader claim of systemic judicial bias and abuse.  
21

22 260. To make matters worse, following the judge's ruling, David Ingram  
23 filed an objection on October 22, 2019, and only provided the document  
24 after submission, a document Plaintiff never authorized, altering the  
25  
26  
27  
28

1 separation date to April 11, 2016, over Aire's objection. This filing  
2 intentionally aligned with Egbase's timeline, further supporting his  
3 narrative and depriving Aire of a fair hearing. This conspiracy  
4 strategically excluded a critical period during which significant marital  
5 assets were acquired.  
6  
7

8 261. Plaintiff and Defendant Egbase were joined in a valid and binding  
9 traditional marriage ceremony under Nigerian native law and custom on  
10 April 26, 2002, in Benin City, Nigeria. This customary marriage,  
11 including the payment of dowry, was lawful and recognized under the  
12 Esan tradition. Although a civil marriage was later registered in Los  
13 Angeles on April 7, 2005, the parties' marital relationship, both culturally  
14 and factually, began no later than 2002. Plaintiff and Defendant had been  
15 in a committed relationship since 1997, making the total duration of their  
16 relationship over nineteen years, with at least fourteen years of  
17 continuous marital cohabitation.  
18  
19  
20  
21

22 262. The marital relationship remained intact until at least August 1, 2016,  
23 as evidenced by time-stamped communications, travel records,  
24 photographs, and Defendant Egbase's own sworn testimony before  
25 Commissioner Alicia Blanco on October 11, 2017, in which he  
26 confirmed he moved out in July or August 2016, directly contradicting  
27  
28



1 his later trial claim of April 11, 2016, and separation date of February 23,  
2 2015.

3  
4 263. In a prior hearing before Judge Firdaus Dordi on June 27, 2018, in the  
5 context of evaluating Plaintiff's request for attorney's fees, the Court  
6 reviewed the case record and made the following factual observation on  
7 page 28 of the transcript:  
8

9  
10 *"With respect to the length of the marriage, without making any final*  
11 *adjudication of this issue, it looks like it is largely undisputed that **the***  
***length of the marriage was approximately 11 years.**"*

12 This statement by Judge Dordi, a neutral judicial officer uninvolved in  
13 the later trial, affirms the foundational premise that the parties were engaged  
14 in a long-term marriage — a finding consistent with Plaintiff's position and  
15 crucial to the determination of spousal support and equitable asset  
16 division.

17 264. Despite these consistent findings and credible supporting evidence,

18 Judge Christine Byrd later adopted an unsupported and prejudicial  
19 separation date of **June 5, 2015**, thereby retroactively shortening the  
20 duration of the marriage. This undermined Plaintiff's presumptive right  
21 to long-term spousal support under **California Family Code § 4336** and  
22 disregarded the plain evidence before the court.  
23

24 265. Plaintiff sought to introduce key exhibits that would have confirmed  
25 the marriage lasted beyond 14 years, including Facebook  
26 communications, joint travel itineraries, and financial transactions.  
27  
28

1 However, Plaintiff was prevented from presenting this material due to  
2 deliberate obstruction by her own attorney, **David Ingram**, and strategic  
3 maneuvering by Defendant Egbase. Plaintiff was ultimately denied her  
4 right to testify on this issue during trial — a decision falsely presented as  
5 mutual consent by Judge Byrd, when Plaintiff had in fact never agreed.  
6

7  
8 266. The cumulative effect of these actions — exclusion of testimony,  
9 distortion of the separation date, and rejection of prior judicial findings  
10 — resulted in a judicially fabricated narrative that directly harmed  
11 Plaintiff's financial rights, status as a long-term spouse, and due process  
12 protections under the Fourteenth Amendment  
13  
14

15 Real Property

16 267. Neither Egbase nor Ingram introduced into evidence certified copies  
17 of the deeds of the real property at issue at trial. Egbase was able to  
18 withhold critical documents, not just the deeds but bank records,  
19 including the financing and refinancing of the property, and equity loan  
20 records. Egbase engaged in inadmissible hearsay, he committed perjury,  
21 and Ingram did not object, nor did he conduct an effective cross  
22 examination, nor did he discover the relevant records so he could move  
23 the documents relevant to the property into evidence. J. Byrd failed to  
24  
25  
26  
27  
28

1 nonsuit Egbase for failure to prove the characterization of the real  
2 property and its value. Egbase,  
3

4  
5 121 S. Hope Street, Los Angeles  
6 268. Egbase orchestrated a fraudulent scheme to conceal his true  
7 ownership of the property. Egbase purchased the property on October 31,  
8 1996, for \$137,500 in the name of his younger brother, Gerald Egbase,  
9 despite Anthony being the actual financier and owner. Gerald was a  
10 Straw Buyer.  
11

12  
13 269. At the time of purchase, Egbase employed Gerald paying him  
14 approximately \$10/hour, making it financially impossible for Gerald to  
15 afford such a property. Gerald falsified his marital status as “single” on  
16 the deed documents, although he was legally married. This  
17 misrepresentation combined with Gerald’s lack of financial capacity;  
18 indicates he was used as a “**straw buyer**”—a front to hide Egbase’s  
19 ownership of the property. Egbase made all the mortgage payments, paid  
20 property taxes, collected rental income, and exercised complete control  
21 over the property, exercising all the indicia of true ownership. On July  
22 30, 2004, after Gerald’s divorce, Gerald transferred the property to  
23 Egbase via a grant deed, falsely categorizing the transaction as a “gift.”  
24  
25  
26  
27  
28

1           270. Assuming that Egbase was the original purchaser in 1996, the date of  
2           marriage was 2002 or even 2005, August 1, 2016, was the date of  
3           separation, the couple was separated six months in 2007-2008, Aire's  
4           Moore-Marsden ("M-M") interest in the property began to accrue in  
5           either 2002 or 2005, minus the six months of separation in 2007-2008,  
6           because Egbase continued to use his earnings, the "sweat of his brow",  
7           and other personal efforts which are community property during marriage  
8           to maintain, and pay the mortgages and taxes on, the property. The M-M  
9           interest accrued for fourteen years if 2002 is DOS and eleven years if  
10          2004 is DOS minus six months of separation in 2007-2008.

15          271. Assuming that Gerald gifted the property to Egbase in 2004, the date  
16          of marriage was 2002 or even 2005, August 1, 2016, was the date of  
17          separation, the couple was separated six months in 2007-2008, Aire's  
18          Moore-Marsden ("M-M") interest in the property began to accrue in  
19          2005, because Egbase continued to use his earnings, the "sweat of his  
20          brow", and other personal efforts which are community property  
21          marriage to maintain, and pay the mortgages and taxes, on the property.  
22          The M-M interest accrued for eleven years minus the six months of  
23          separation in 2007-2008.  
24  
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1           272. Ingram refused to offer in evidence the testimony of Leonnesia Herd,  
2           the ex-wife of Gerald, who would have confirmed that during her  
3           marriage to Gerald, he never disclosed any ownership interest in the  
4           Hope Street property. [With good reason. He put himself on the deed that  
5           he was an unmarried man.] She affirmed that Egbase was the true owner,  
6           managing all financial obligations related to the property. Her testimony  
7           was crucial evidence that would have altered the court's findings, but  
8           Ingram refused to present it,  
9

10  
11  
12           273. In addition to failing to present critical financial evidence, Ingram  
13           refused to offer the testimony of Leonnesia Herd, the ex-wife of Gerald  
14           Egbase, during trial. Herd would have testified that throughout her  
15           marriage to Gerald, he never disclosed any ownership interest in the  
16           Hope Street property. This was significant because Gerald had  
17           fraudulently placed himself on the deed as an unmarried man. Herd  
18           would have confirmed that Anthony Egbase was the true owner of the  
19           property, as he managed all financial obligations associated with it. Her  
20           testimony would have directly contradicted the narrative presented by the  
21           defense and altered the court's findings. Yet Ingram deliberately  
22           excluded this key testimony from trial.  
23  
24  
25  
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1           274.   Additionally, prior to meeting my attorney, David Ingram, Gerald  
2           Egbase had become involved in a new relationship with Sheila Harry.  
3  
4           When that relationship ended, Sheila Harry retained David Ingram as her  
5           attorney against Gerald Egbase. When Aire retained Ingram first she had  
6           asked disclosed to him early on that Gerald was Anthony Egbase's  
7           brother. Aire even questioned whether this posed a conflict of interest, to  
8           which Ingram responded that it did not. Despite Aire's repeated requests  
9           that Gerald be con joined to the case, Ingram consistently avoided the  
10          matter and never took steps to conjoin him. This avoidance, in the  
11          context of Ingram's prior representation of Sheila Harry—Gerald's ex—  
12          raises concerns of divided loyalty and a failure to act in Aire's best  
13          interests.  
14  
15  
16  
17

18          275.   On August 30, 2004: Egbase refinanced the property for \$175,000  
19          and committed fraud in obtaining the loan by claiming he was an  
20          unmarried man.  
21

22          276.   On November 22, 2005: Egbase refinanced the property for \$493,500  
23          and once again committed fraud in obtaining the loan by claiming he  
24          was an unmarried man.  
25  
26  
27  
28

**Post-Trial Financial Activities on the Hope St Address:**

A. Despite claiming financial hardship during the trial, Egbase paid off the following liens on the Hope St property after the case concluded:

- December 23, 2019: Release of an HOA lien by the Promenade Owners Association.
- May 14, 2021: payoff of a \$100,000 loan

**800 W. 1st Street, #1308, Los Angeles:**

277. This property was purchased during the marriage, and Egbase

admitted in a 2008 declaration that it was community property. Ingram ignored this evidence and failed to present it during the trial in 2019.

278. Rather than put the deed in his and Aire's name as husband and wife as community property, he put his sister Victoria's name on the deed although he was the purchaser, using community funds to purchase the property. Victoria has never lived in California, certainly never occupied the property, had no control over the property, did not sign loan papers, and after the purchase Egbase had total control over the property, using community funds for the payments on the property, collected all the rents, took out loans on the property keeping them for himself. .

1           279. Egbase got away with this crime because the lender was  
2           Countrywide, a major contributor to the real estate crash in 2007-2008.  
3           Countrywide was known for its “liar” loans, meaning it gave loans with  
4           eyes wide open to liars who ginned up their financial applications.  
5           Egbase’s loan was doubly a liar loan. Victoria was not the purchaser, he  
6           was. Victoria also could not possibly qualify for the loan of \$520,000  
7           because she worked as a civil servant in Nigeria earning a very small  
8           wage. And he was a married man hiding this fact from both Countrywide  
9           and his wife.  
10           and his wife.

11           280. That Egbase succeeded in putting Victoria’s name as the purchaser is  
12           so preposterous that it makes clear how unregulated the real estate market  
13           is in the U. S. What kind of credit check did Countrywide do on  
14           Victoria? Did Countrywide’s employees working on the loan even speak  
15           with Victoria or meet with her – even a fake Victoria who was a woman  
16           Egbase bribed to impersonate his sister? Besides defrauding Aire, Egbase  
17           defrauded Countrywide, he defrauded Victoria (unless she okayed this  
18           arrangement), he defrauded the court, to make sure that his wife got  
19           nothing in the dissolution and was put on the street with just the clothes  
20           on her back.  
21           on her back.



1       281. After reconciling with Plaintiff in 2008, Defendant Egbase engaged  
2       in a fraudulent scheme to reassign property through a fabricated quit  
3       claim deed. Although Egbase dated the deed January 15, 2007, it was not  
4       recorded until December 16, 2009—nearly three years later. The deed  
5       purports to transfer joint ownership of a property between Anthony  
6       Egbase and his sister, Victoria Egbase, under the pretense of being joint  
7       tenants. Not only was Victoria not in the country on the date alleged in  
8       the deed, but the handwriting on the document matches that of Anthony  
9       Egbase, further suggesting fabrication. This post-reconciliation  
10      manipulation indicates that the deed was backdated to appear as though it  
11      predated Egbase’s December 3, 2007, dissolution filing, thereby  
12      constituting premeditated fraud designed to shield assets from the  
13      community estate.  
14

15      282. The falsified deed was not recorded until December 16, 2009—  
16      almost three years after the claimed execution date of January 15, 2007.  
17      This significant delay raises serious red flags and undermines the  
18      credibility of the document. The fact that the property transfer was  
19      executed post-reconciliation and post-marriage confirms that the deed  
20      was strategically backdated to predate the dissolution filing, evading  
21      community property laws. The deed’s timing, coupled with the use of  
22      23      24      25      26      27      28

1 Anthony Egbase's handwriting and the absence of Victoria Egbase from  
2 the country on the notarized date, point to forgery and intentional  
3 concealment from the marital estate. These facts support a finding of  
4 fraudulent conveyance and merit immediate judicial review for potential  
5 sanctions and reversal of the recorded deed.  
6  
7

8 283. Of interest is that the name of the notary, Cynthia Roshon Brown,  
9 and her license number, 1654008 do not appear on the list of licensed  
10 notaries on the California Secretary of State website as of February 6,  
11 2025.  
12

13 Egbase (fake Victoria):

- 14 • Collected rental income,
- 15 • Made the down payment and mortgage payments,
- 16 • Maintained exclusive control over the property
- 17 • Made and retained all the loans he took out on the  
18 property.
- 19 • Recorded deeds and other documents related to the  
20 property.

21 284. Anthony Egbase engaged in multiple refinancing activities to siphon  
22 equity from the property while concealing its community interest:

- 23 • December 29, 2006: on Initial mortgage of \$520,000 on which  
24 he  
25 made monthly payments from community funds.
- 26 • Multiple refinances between 2006 and 2018, often under false  
27 pretenses, increasing the mortgage debt (coerced debt to  
28 Aire) while diverting the loans for his personal benefit.

28 285. Egbase, with the assistance of his accountant, Yelena Kaminsky,  
submitted fraudulent financial documents during the divorce trial:

- False Loan Modifications: Presented under Victoria Egbase's name, even though she had no financial capacity or presence in the U.S. to legitimize these transactions.
- Falsified Financial Reports: Kaminsky falsely claimed that the property was separate property, although she was not qualified to render such an opinion and it was up to trier of fact, not her, as to the character of the property. Besides the evidence was incontrovertible that community funds were used for downpayment, mortgage payments, maintenance, and repair.

4852 Queen Florence Lane, Woodland Hills

286. Egbase and Aire bought the property in November 1997. Aire, contributed £15,000 in October 1997 toward the down payment, which, based on historical exchange rates, equates to approximately \$24,750 USD. The purchase price of the property in 1997 was \$650,000. According to Realtor.com, the property's estimated value is approximately \$2,463,000. Another source suggests a higher estimate of around \$3,096,200.

287. Assuming the date of marriage is in 2002, and date of separation is in 2016, Aire has a fourteen-year Moore-Marsden interest in the property plus her personal investment, minus the six month period of separation in 2007-2008.

1       288. Egbase imposed coercive debt on Aire throughout the marriage and  
2       concealed it from her. Both in 2007-2008 (first separation) and then in  
3       2016-2019, (second separation, trial and judgment) by allowing the  
4       properties to come close to foreclosure. He also suppressed the value by  
5       taking out loans (keeping them for himself) and by deliberately refusing  
6       to pay the full mortgages, and to pay down  
7       the principal. Immediately after the trial concluded in November 2019,  
8       Defendant resumed making payments, to bring the mortgages current and  
9       he also obtained a new \$250,000 loan from a private individual, Richard  
10       Barlowe, to insure the property had no equity in case Aire won on appeal.

11       289. A review of the title proves that the property was Egbase's personal  
12       piggy bank:

13                   Recording Date Lender Amount Purchase Money  
14                   1. 07/30/2024 IRA FRIEDMAN ETUX \$400,000 NO  
15                   2. 09/13/2023 MANUELA MERCADO \$150,000 NO  
16                   3. 12/12/2022 ROCKET MORTGAGE LLC \$647,000 NO  
17                   4. 11/27/2019 RICHARD BARLOWE \$250,000 NO  
18                   5. 06/27/2007 EDUARDO A CANAS \$55,000 NO  
19                   6. 07/25/2005 WORLD SAVINGS BANK FSB \$54,500 NO  
20                   7. 05/05/2005 WORLD SAVINGS BANK FSB \$546,000 NO  
21                   8. 06/18/2004 UNITED CALIFORNIA SYSTEMS INTL INC  
22                   \$500,000 NO  
23                   9. 02/05/1998 LONG BEACH MTG COMPANY \$455,000  
24                   YES  
25                   Loans  
26                   455,000 1998 - PURCHASE LOAN - PUT DOWN 195,000  
27                   OF WHICH  
28

1 ABOUT 30,000 WAS AIRE'S

2 For about six years, Egbase did not borrow against the property.

3 500,000 2004 - 2 YRS AFTER NIGERIAN MARRIAGE

4 546,000 2005 - YEAR OF AMERICAN MARRIAGE

5 54,500 2005 - DITTO

6 55,000 2007 -YR FILE FOR DISSO

7 250,000 2019 - DISSO TRIAL

8 647,000 2022 - AIRE DISCOVERS THE FRAUD IN  
9 JUDGMENT

10 150,000 2023 -

11 400,000 2024 -

12 290. Egbase stopped making mortgage payments again in 2021 when

13 Plaintiff filed an appeal. Once Plaintiff's appeal was denied, Defendant

14 brought the mortgages current in 2022. In December 2022, when Aire

15 discovered that her judgment was fraudulent, Egbase again began to take

16 loans on the property. To sum up, Egbase let the mortgages go

17 delinquent whenever Aire litigated and brought them current when he

18 believed Aire had given up.

19 291. The following is a list of financial transactions Egbase engaged in

20 using the home as collateral of which Aire had no knowledge. Egbase

21 listed himself as **an unmarried man** on all loan applications after 2002,

22 committing lender fraud. He did not borrow against or encumber the

23 property until two years after he married Aire in 2002 and 2005.

24  
25  
26 (1) 8/8/2024 - Payoff of \$150,000 loan; (2) 01/05/2024 -  
27 loan of

28 \$250,000 (3) 09/02/2023 - loan of \$400,000; (4)

12/8/2022 -  
Refinance of \$647,000; (5) 03/15/2022- loan \$150,000;  
(6) 5/25/2021 - Payoff of \$250,000 loan; (7) 4/29/2021 -  
Payoff of  
\$546,000 loan; (8) 11/20/2019 - \$250,000 loan (9)  
12/11/2019 -  
Payoff of \$54,500 loan; 10/2/2019 - Lis Pendens  
Released by  
WORLD SVGS BK FSB; 2/13/2019 - Lis Pendens  
Released by  
WORLD SVGS BK FSB;  
(10) 9/28/2018 - Payoff of \$55,000 loan; 9/4/2018 - Lis  
Pendens  
Released by WELLS FARGO BK NA; 9/4/2018 - Lis  
Pendens by  
WELLS FARGO BK NA; 2/14/2018 - Lis Pendens by  
WORLD  
SVGS BK FSB; 2/14/2018 - Lis Pendens Released by  
WORLD  
SVGS BK FSB; 12/27/2017 - Lis Pendens Released by  
WELLS  
FARGO BK NA; 12/27/2017 - Lis Pendens by WELLS  
FARGO BK  
NA; (11) 12/15/2013 refinanced - loan \$315,000; (12)  
12/19/2012 -  
Permit Issued for Addition work valued at \$20,000 by  
Corona  
Construction; (13) 10/24/2012 - Permit Issued for New  
Construction valued at \$35,000; (14) 08/01/2010 -  
Refinanced  
property - loan \$315,000; (15) 7/14/2008 - Mechanics  
Lien of  
\$5,000; (16) 06/27/2007 - \$55,000 loan; (17) (07/13/2005  
- loan of  
\$546,000; 07/30/2007 - Assignment of mortgage  
executed to Kirsten  
Lee Limited Partnership; (18) 07/13/2005 - line of credit,  
\$54,500;  
(19) 5/31/2005 - Payoff of \$500,000 loan; (20) 4/25/2005

-  
Refinance of \$546,000; (21) 6/10/2004- Refinance of \$500,000.

292. The liens for remodeling prove the remodeling occurred. Ingram and Egbase hid the fact the home did undergo improvements.

293. Egbase falsely represented the property's valuation, relying on a curbside appraisal conducted by Hector Pezer, **who was Egbase's former client which conflict of interest was not disclosed during trial. Ingram let Egbase and Pezer get away with this.** Both Ingram and Egbase concealed the official appraisal conducted by Kevin Pellon, which reflected substantial property improvements and provided a reasonable valuation of the home.

FRAUDULENT SHIFT FROM MOORE/MARSDEN TO EPSTEIN/WATTS TO DEFRAUD PLAINTIFF OF HER COMMUNITY PROPERTY INTEREST

294. In August 2017, while represented by Attorney **Annette Kulik**, Defendant Anthony Egbase submitted a declaration through his counsel to the family court in Case No. LD051587. The declaration stated that Egbase had engaged a forensic accountant to **calculate Plaintiff's Moore/Marsden community** property interest in the family residence located at 4852 Queen Florence Lane, Woodland Hills, CA 91364, and

1 that he had secured a lender to compensate Plaintiff for her share. This  
2 admission established that Plaintiff was entitled to a community property  
3 interest.  
4

5 The **declaration** further asserted: *“Petitioner has secured an individual*  
6 *lender who is willing to lend Petitioner the funds to pay Respondent her*  
7 *one-half (½) community interest in the family residence. This will allow*  
8 *Respondent to obtain substitute housing and thereby allow Petitioner to*  
9 *move back into his property.”*

295. Plaintiff, appearing pro se at the time, relied on the truthfulness of  
10 this declaration and anticipated a fair determination of her rightful  
11 interest in the property.  
12

13 296. However, by the time of trial in 2019, Defendant Egbase had  
14 completely reversed his position. With the assistance of forensic  
15 accountant Yelena Kaminsky and the support of Plaintiff’s trial attorney  
16 David Ingram, Egbase claimed the property was his separate property  
17 and asserted Epstein/Watts reimbursements for mortgage, utilities, and  
18 maintenance expenses. This shift directly contradicted the 2017  
19 declaration and was done in bad faith to convert Plaintiff’s community  
20 property interest into a debt.  
21  
22  
23

24 297. The trial court, presided over by Judge Christine Byrd, adopted  
25 Egbase’s revised narrative and ruled that **Plaintiff owed Egbase a total**  
26 **of \$229,500 in reimbursements**, which was offset by past due spousal  
27  
28



1 support (\$85,470), resulting in a final reimbursement judgment of  
2 \$144,030 against Plaintiff.  
3

4 298. At no point during trial **were the original deeds to the property**  
5 **entered into evidence to support Egbase's separate property claim.**

6 The court relied solely on representations and calculations provided by  
7 Egbase and his expert, despite having conflicting statements in the record  
8 and no verification through title or chain of ownership documentation.  
9

10 299. This manipulation of the record—**first acknowledging a community**  
11 **interest and offering a buyout, then switching to a reimbursement**  
12 **claim**—constitutes fraud upon the court. It was enabled by collusion  
13 between Egbase, his accountant, Plaintiff's attorney, and Judge Byrd, and  
14 resulted in substantial deprivation of Plaintiff's property rights without  
15 due process.  
16

17 300. Plaintiff alleges that this bait-and-switch tactic mirrors Egbase's  
18 broader pattern of litigation abuse, where he manipulates legal positions  
19 for strategic advantage, regardless of truth or consistency. The court's  
20 failure to scrutinize the contradictions and refusal to admit or require  
21 foundational documents like property deeds was a denial of Plaintiff's  
22 Fourteenth Amendment rights to due process and equal protection under  
23 42 U.S.C. § 1983.  
24  
25  
26  
27  
28

**Nigerian Home.**

301. Both Egbase and Ingram suppressed the evidence concerning the Nigerian property located in Uromi which Egbase and Aire owned. It was a compound consisting of several buildings.

302. Aire's father, Francis Aire, had signed an affidavit detailing the engineering work done on the property. Ingram refused to call Aire's father as a witness and have him testify remotely although J. Byrd ruled that he could do so. Nor did Ingram even attempt to move F. Aire's affidavit into evidence, although it contained crucial details of the electrical work he did on the property, for ten years, from 2005 to November 2015. The cost of the electrical work alone was \$536,174.23 USD. This amount was supported by engineering estimates for work completed on the property, including the installation of a transformer valued at \$100,000 USD in 2005.

303. With Ingram as an attorney for Aire, Egbase knew he would be able to commit perjury, fraud, and ultimately deprive Aire of all her property and support. It got so bad with Ingram that he even began to gaslight his client, telling Aire that J. Byrd denied her father the right to testify remotely when Aire herself heard J. Byrd rule that he could.

1 304. Ingram's fraud and misconduct opened the door for Egbase to  
2 devalue the Nigerian property. In 2007/2008, Egbase deliberately  
3 undervalued the property stating it was worth only \$200,000 USD. At  
4 that time, Egbase referred to the property as a "construction site" with  
5 minimal development.  
6  
7

8 305. With no one to stop Egbase, Ingram having declared his allegiance to  
9 him, Egbase insisted the property was still only worth \$200,000 USD  
10 **eight years later in 2016** in his pretrial disclosure to his attorney at the  
11 time, Maya Shulman. He did so, despite substantial progress on the  
12 property by 2016, including the addition of three houses, palm trees, and  
13 items shipped from the U.S. for sanitation work.  
14  
15

16 306. It became much worse at trial; Ingram having joined Team Egbase.  
17 Ingram refused to present photographic and video evidence documenting  
18 the dramatic transformation of the property in the last eight years, from  
19 2008 at which time Egbase claimed the property was worth \$200,000 to  
20 2016, including a photograph taken on January 28, 2010, which captured  
21 the early stage of development, and photos showing the property's  
22 completed development by 2017. Suppression of the photos of the  
23 construction of the buildings over time, and of the testimony of Aire's  
24  
25  
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1 father along with his documentation of the cost of electrical installation  
2 spelled doom for Aire.  
3

4 307. Ingram suppressed substantial photographic and video evidence  
5 documenting the dramatic transformation of the property over time,  
6 including a critical photograph taken on January 28, 2010, depicting the  
7 early stage of development, (when the property was worth at least  
8 \$200,000 according to Egbase. Ingram, also refused to introduce  
9 evidence showing the property's completed development by 2017. This  
10 suppression included not only the pictures and videos of the completed  
11 mansions on the property but also the affidavit from Engr. Francis Aire,  
12 which detailed the engineering work and community funds invested into  
13 the property.  
14  
15  
16  
17

18 308. At trial, according to Egbase – stepping into the void created by  
19 Ingram selling out his client – the property had deteriorated – despite  
20 significant construction which Ingram refused to prove – and now was  
21 only worth \$30,000 USD. Aire was awarded **on paper only** \$15,000  
22 USD, an amount that was never received due to the fraudulent nature of  
23 the case.  
24  
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**Law Practice**

309. Like the properties, the law practice was devalued to the point Aire received zero although Egbase has practiced law for years including when they married in 2002 and again in 2005 and continuing to the present time. His practice is international, in Nigeria, in Washington, D.C. , and in L.A. *A.O.E. Law and Associates in Los Angeles and Anthony Egbase & Associates in Nigeria were both created during the marriage, in July 2011 and on March 1, 2016, respectively.*

310. Once more, Ingram came through like a champ for Egbase and refused to obtain an appraisal of Egbase’s entire law practice which revenue as of December 29, 2024, is valued at \$5,915,000 with over 16 employees. Kona Equity found at [https://www.konaequity.com/company/anthony-o.- Egbase-and-associates -4391209705](https://www.konaequity.com/company/anthony-o.-Egbase-and-associates-4391209705), Anthony O. Egbase and Associates, Los Angeles, CA, a A miraculous comeback! in a short five years since the trial when Egbase’s “expert” claimed Egbase’s law practice was worth a mere ---.

**Nigerian Law Practice - no Mention of it in Egbase Law Practice Appraisal.**

311. Egbase opened his law office in Nigeria following a significant contract awarded by the Nigerian Government. Egbase admitted in a pre-

1 trial declaration he had received a 1.5-million-dollar payment from the  
2 Nigerian government. Egbase's legal practice, AOE Law and Associates,  
3 APC, thrives on his connections with high-ranking political figures. He  
4 has hosted political fundraisers for prominent individuals, including  
5 Kamala Harris, and maintains close ties with numerous influential  
6 politicians. His international dealings, particularly in Nigeria, have  
7 further solidified his financial status. Egbase's representation of high-  
8 profile clients, such as the Federal Republic of Nigeria and Nigeria's  
9 Minister for Justice and Attorney-General in major litigation, illustrates  
10 his extensive influence.

15 312. Egbase was able to maintain a Nigerian practice and handle Nigerian  
16 government cases in Washington, D.C. because he could be absent from  
17 the family home in Woodland Hills for long periods of time since Aire  
18 kept the home fires burning and devoted herself to raising their two sons  
19 without his participation in parenting the children.

22 313. Egbase continues to the present time to handle federal cases filed in  
23 U. S. District Court for the District of Columbia involving the recovery  
24 of stolen funds from Nigeria. Egbase is entitled to 40% of the recovered  
25 amounts, such as in the case involving \$550 million, from which he stood  
26 to gain 40%, along with many other similar contracts.  
27  
28

1           314. The law practice appraisal made no mention of the Nigerian  
2           government contract nor of Egbase’s ongoing D.C. litigation. In fact,  
3           Egbase claimed in family court in Los Angeles that his domestic practice  
4           in Los Angeles was depressed because of glaucoma and detached retina  
5           which glaucoma and detached retina did not stop him from filing a  
6           detailed motion in the federal court in D.C. Of interest the “glaucoma  
7           and detached retina”  
8  
9  
10

11  
12           Egbase’s California Bankruptcy Practice –  
13           No Mention of it in Appraisal

14           315. Egbase was paid substantial fees representing clients in bankruptcy  
15           court for many years. There was no mention of his bankruptcy practice in  
16           the appraisal.

17           Post-Judgment Property Acquisitions

18           Using Hidden Funds

19  
20           316. Following the conclusion of the dissolution proceedings, and notably  
21           after Plaintiff’s appeal was dismissed on April 27, 2022, Defendant  
22           Anthony Egbase engaged in a pattern of concealed, high-valued real  
23           estate, post-judgment property acquisitions, using hidden funds that were  
24           not disclosed during divorce proceedings, in violation of fiduciary  
25           disclosure obligations under California Family Code § 3210, which raise  
26  
27  
28

1 serious concerns about fraud, asset concealment, and financial  
2 misconduct in violation of Plaintiff's marital property rights and  
3 California community property laws.  
4

5 317. Shortly before acquiring additional properties, Defendant Egbase  
6 made a substantial mortgage payment totaling approximately **\$820,000**  
7 **toward the property located at 4852 Queen Florence Lane**, a property  
8 that had long been in default and facing foreclosure. This significant  
9 outlay of funds occurred immediately prior to a suspicious sequence of  
10 high-value real estate transactions, which Plaintiff believes were funded  
11 using community assets hidden from the court during the dissolution  
12 trial.  
13  
14  
15

16 318. Within months of the \$820,000 payment, Defendant Egbase **acquired**  
17 **a luxury property at 10909 Balantrae Lane, Potomac, MD 20854.**  
18 **Public records confirm the home was purchased for \$1,499,000** on  
19 September 29, 2021, but notably, the purchase was made not in his  
20 individual name but through a trust vehicle titled **SPE Memorial Family**  
21 **Trust LLC**. Plaintiff alleges that the use of this trust was a deliberate  
22 scheme to shield the property from division or disclosure as marital  
23 property.  
24  
25  
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1           319. Then, approximately six months later, Defendant Egbase acquired a  
2           second luxury residence located at **3199 Bel Air Dr, Las Vegas, NV**  
3           **89109, on December 6, 2022, for a recorded sale price of \$1,439,000.**  
4           This transaction, again post-judgment and post-appeal, further supports  
5           Plaintiff's allegations that Defendant was actively concealing community  
6           assets and income during litigation and had access to substantial funds  
7           that were never disclosed during discovery.  
8

9           320. Plaintiff notes with concern that during the dissolution trial,  
10          Defendant Egbase represented to the court that all three of his properties  
11          were in foreclosure, with no equity, and that his financial condition was  
12          dire. However, the rapid sequence of property acquisitions, funded with  
13          liquid cash or undisclosed assets and conducted under obscure trust  
14          entities, strongly indicates fraud on the court and Plaintiff.  
15

16          321. These post-judgment real estate acquisitions represent egregious  
17          financial abuse and asset dissipation, and they materially undermine the  
18          credibility of Defendant's prior representations under oath. Plaintiff  
19          respectfully requests that the Court take judicial notice of the property  
20          records for the following:  
21

22                   10909 Balantrae Lane, Potomac, MD 20854 (SPE Memorial Family  
23                   Trust LLC  
24                   3199 Bel Air Dr, Las Vegas, NV 89109 (Purchased by Anthony  
25  
26  
27  
28

1 Egbase individually)  
2 4852 Queen Florence Lane (substantial mortgage payoff of \$820,000,  
3 beginning November 2019, immediately after trial, before Judgement  
4 was entered on February 2020.

5 322. These purchases, made just after the judgment and coinciding with the  
6 denial of Plaintiff's appeal, strongly suggest strategic concealment of  
7 wealth to avoid equitable distribution. the timing, and the purpose of the  
8 SPE Memorial Family Trust LLC, restitution of community property  
9 wrongfully withheld.  
10

11 **Theft of Community Funds for "Love Nest". 880 west 1st str. Unit**  
12 **306, LA 90012**

13 323. Secret Condominium Maintained with Community Funds Egbase  
14 secretly maintained a residential unit at 880 West 1st Street, Unit 306,  
15 Los Angeles, CA 90012—referred to in internal communications as a  
16 "love nest"—for over three years, dating back as far as 2014. Plaintiff has  
17 uncovered email evidence dating from 2014 through 2016 confirming  
18 Defendant's exclusive use, control, and payment of expenses for the unit,  
19 including furniture, appliances, and parking spaces. Egbase paid rent  
20 regularly and used his law office employees to coordinate these  
21 arrangements, including direct communication with the property  
22 management office. Evidence includes emails from Egbase confirming  
23 his ongoing use, instructions about appliances left in the unit, and third-  
24  
25  
26  
27  
28

1 party email chains referencing parking and rent payments for Unit 306.  
2  
3 Despite the community having a separate unit at 800 West 1st Street—  
4 held in the name of Victoria Egbase—Defendant funded this second unit  
5 without disclosure. Plaintiff’s attorney, David Ingram, failed to disclose  
6 this to the court or demand reimbursement, depriving Plaintiff of any  
7 recovery for the \$3,500/month average paid from community assets.  
8  
9 Plaintiff now demands full reimbursement and equalization for at least  
10 three years of hidden tenancy at Unit. Ingram refused to present the  
11 evidence of Egbase making secret payments to this property even though  
12 were provided to him, Ingram told Plaintiff, you don’t want the court to  
13 know he was cheating on you.  
14  
15  
16

17 **Denial of Spousal Support.**

18 324. After finding the four properties worthless and awarding them all to  
19 Egbase with no equalization payment to Aire and also after finding Aire  
20 was not entitled to any equalization payment for the law practices, J.  
21 Byrd denied Aire spousal support.  
22

23  
24 325. First, with respect to spousal support based on the marriage being ten  
25 years or longer, as already established J. Byrd established a date of  
26 separation neither party suggested, to insure Aire could not claim she was  
27 married more than ten years. However, Aire was certainly entitled to a  
28

1 few years of spousal support to get on her feet and based on extreme  
2 need. She is a black woman in her fifties and had not worked outside the  
3 home for years.  
4

5 326. Egbase's perjury and manipulation of the facts, aided and abetted by  
6 Ingram are shocking. As already alleged, Egbase convinced J. – to  
7 suspend spousal support in exchange for payment of the mortgage on the  
8 Queen Florence home. That is, the payment of the mortgage was in lieu  
9 of spousal support. Egbase violated that agreement. He refused to pay on  
10 the principal in order to decrease the value of the home and had  
11 encumbered the home with liens for loans he kept for himself.  
12  
13  
14

15 327. Then, having submitted falsified "appraisals" of his law practice  
16 income and falsified dates when he opened the law practices in Los  
17 Angeles and in Nigeria which **Ingram did not challenge**, Egbase  
18 maliciously depressed the law practice income. As just one example,  
19 Ingram failed to cross examine Egbase about the 1.5-million-dollar  
20 attorney fee he had recently received from the Nigerian government.  
21  
22 Ingram also refused to seek fees to hire a forensic accountant. Instead, he  
23 informed Aire he would do the accounting himself, so he could throw  
24 the case.  
25  
26  
27  
28

1 328. J. Byrd ignored the law of the case established by Judge Dordi on  
2 June 27, 2018. J. Dordi found that the family enjoyed a comfortable  
3 lifestyle, noting they lived in a very comfortable home, and they traveled  
4 and went on vacations. They provided private school for the two  
5 children; He noted that neither party disputed these facts. Egbase claimed  
6 that presently Aire was able to support herself since she claimed she had  
7 been an event planner. J. Dordi rejected his argument. He ruled that  
8 Egbase's income was far greater than that of Aire, **and it was unlikely**  
9 **that Aire would be self-supporting in the near future.** He also found  
10 that Egbase could afford to pay attorney fees and ordered he pay Aire's  
11 retained attorney \$15000.  
12

13  
14  
15  
16 329. At trial, Egbase pulled off an outrageous fraud which Ingram aided  
17 and abetted. As already alleged, Egbase had filed an ex parte claiming  
18 falsely he could not afford paying the mortgage on the Queen Florence  
19 home and tried to evict Aire. The judge decided to suspend spousal  
20 support and the mortgage payments were substituted for her spousal  
21 support so she could remain in the home with her minor son.  
22  
23  
24

25 330. By the time trial had rolled around, Egbase not only was not paying  
26 the full mortgage as he promised he would to get out of paying spousal  
27 support for the sole purpose of depressing the equity while also  
28

1 encumbering the property with loans to reduce the equity even more, he  
2 had the nerve to demand Aire pay half or the entire rent when payment of  
3 the mortgage was supposed to be a substitute for her spousal support!  
4

5 331. To make the trial even more of a mockery of fairness and due process,  
6  
7 Egbase refused to repair the home when a wall fell in and caused  
8 enormous damage. The home was unlivable, but Aire and her son had no  
9 place else to live because Aire had had her spousal support suspended in  
10 exchange for Egbase paying the full mortgage which agreement he also  
11 violated. It was unrentable. Yet, J. Byrd found that the fair rental value  
12 was \$7,000 a month when not even an unhoused person would live in the  
13 home because it was dangerous, besides being unlivable. J. Byrd  
14 requested Plaintiff to reimburse Egbase \$229,000 for living in the family  
15 house.  
16  
17  
18

19 332. As already alleged, —, Ingram's client he was representing at the  
20 same time as he was serving as Aire's attorney, claimed his law practice  
21 income was depressed because of glaucoma and detached retina which  
22 was the identical reason Egbase claimed his law practice income was  
23 depressed. Egbase had possibly committed fraud against his disability  
24 insurance company.  
25  
26  
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1           333. Using the eye medical problem as a ruse, Egbase came into trial  
2           claiming he was not making much money (from his Nigerian government  
3           contract, or from his Nigerian, Wash., D.C. , or Los Angeles law  
4           practices, Palmer Business, and other businesses he had opened,  
5           generally in faux Victoria's name). Besides, the family's four properties  
6           were worthless (thanks to his loans and purposely not paying the  
7           mortgages)' and of course, Ingram kept Aire from testifying to the  
8           millions of dollars of community property he had sent to Nigeria during  
9           their marriage.  
10

11           334. Although J. Dordi already found the couple enjoyed a comfortable  
12           home and lifestyle, J. Byrd revisited the issue, which is part of the reason  
13           why women consistently lose property and support and why attorney fees  
14           are so high in family court. Aire was forced once more to introduce  
15           evidence of an extravagant life style, such as spending \$10,000.00 on  
16           plane tickets, paying for expensive dinners, donating large amounts of  
17           money to various groups, and **hosting a fundraiser at his expense for**  
18           **Karen Bass when she ran for mayor**, J. Byrd explained it all away by  
19           claiming that Egbase and Aire lived beyond their means, and they were  
20           really just a middle class family. Spouses who are W-2 employees  
21  
22  
23  
24  
25  
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28

1 earning just a middle-class income also have legal obligations to support  
2 their stay-at-home spouses.  
3

4 335. As a result of all this charlatanism, Aire ended up owing Egbase for  
5 the privilege of being married to him for either fourteen years or eleven  
6 years and elevating him into the limelight to make more money. Egbase  
7 walked away with all the properties, his law practices intact, and Aire  
8 owing him an equalization payment.  
9  
10

11 336. J. Byrd issued the Judgment on February 26, 2020, finalizing the  
12 community property division. Almost immediately, Egbase brought the  
13 properties current paying off substantial liens. Within a year, in 2021,  
14 Egbase also purchased a home located at 10909 Balantre Lane, Potomac,  
15 MD 20854 worth over \$1.7 million and another home located at 3199 Bel  
16 Air Drive, Las Vegas, NV 89109 also purchased in 2021 worth –.\$1.5  
17 Million  
18  
19  
20

21 337. Post-Judgment Acquisition of Real Property Using Fraudulently  
22 Concealed Community Funds: Constructive Trust Allegation  
23

24 338. Following the fraudulent entry of a bifurcation divorce decree on  
25 August 3, 2017—signed by Commissioner Alicia Blanco without  
26 jurisdiction—Defendant Egbase rapidly began to dissipate and convert  
27 community property under the false pretense that the marriage had  
28



1 legally ended. One of the most egregious acts of post-judgment fraud  
2 occurred shortly after Plaintiff's appeal was dismissed on April 27, 2022.  
3  
4 Egbase used undisclosed and concealed community funds to purchase a  
5 luxury property located at 10909 Balantrae Lane, Potomac, MD 20854,  
6  
7 placing title in the name of "SPE Memorial Family Trust LLC."

8 339. The purchase of this property was not incidental. It was a deliberate  
9 act of concealment, occurring while Plaintiff was still unaware that the  
10 judgment underlying the dissolution of her marriage had been  
11 fraudulently entered and therefore void. The fraudulent decree served as  
12 the foundation upon which Egbase secured this real estate asset,  
13  
14 insulating himself from future claims by Plaintiff and manipulating the  
15 legal process to make it appear as if he was no longer subject to  
16  
17 community property laws. He structured the transaction through a trust  
18 entity to shield the property from scrutiny and to preemptively defeat  
19 Plaintiff's rights.  
20  
21

22 340. Approximately six months later, Egbase acquired yet another post-  
23 judgment property located at 3199 Bel Air Drive, Las Vegas, Nevada.  
24  
25 Again, he used a different concealment tactic—this time misrepresenting  
26 the property as his primary residence to qualify for financing—despite it  
27 being a luxury investment held solely in his name. These actions were  
28

1 executed after the purported final judgment in February 2020, which was  
2 itself premised on the bifurcation judgment from 2017, thereby tainting  
3 all post-judgment financial actions and acquisitions with fraud.  
4

5 341. Plaintiff asserts that these properties were acquired using funds  
6 derived from the marital estate, including but not limited to, proceeds  
7 from undisclosed international contracts, diverted community funds, and  
8 assets held in the names of third parties such as Egbase's sister. Given  
9 that the underlying divorce judgment was procured through fraud upon  
10 the court and therefore void ab initio, Plaintiff maintains that the  
11 community property regime was never legally dissolved, and her interest  
12 in post-acquired assets must be preserved.  
13  
14  
15

16 342. Plaintiff seeks the imposition of a **constructive trust** over the  
17 properties located at 10909 Balantrae Lane, Potomac, MD, and 3199 Bel  
18 Air Drive, Las Vegas, NV. These properties are traceable to marital  
19 earnings, hidden transactions, and unlawful conduct. A constructive trust  
20 is warranted to prevent unjust enrichment, to rectify the fraud upon the  
21 court, and to secure Plaintiff's rightful interest in assets unlawfully  
22 diverted following a fraudulent judgment. Plaintiff reserves the right to  
23 identify and amend the complaint to include any additional real  
24 properties obtained in a similar fraudulent manner.  
25  
26  
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28

**The Illegal Eviction of Aire and Her Sons.**

343. Immediately upon the judgment being entered, Egbase filed an unlawful detainer action against Aire. Egbase served critical documents to incorrect addresses intentionally—using 4851 and 2852 Queen Florence Lane instead of 4852 Queen Florence Lane—which ensured Aire did not receive notice and Egbase obtained a *false default judgment of eviction* on June 4, 2020.

344. Egbase sought a writ of execution twice with the correct case number to provide the sheriff to evict Aire and her son. Both applications were rejected by the clerk on August 31, 2020, and September 11, 2020, as reflected by the case summary in existence when Aire took a screen shot. The case summary at this time shows no writs were issued or rejected.

345. While waiting on his second application, Egbase decided he could not wait any longer. After all, he had a Mistress, from Nigeria, half his age and a young child to move into the home, probably pulling on her what he had pulled on Aire.

346. Egbase had to locate a clerk willing to sign a forged writ on which he purposely changed “UD” to “DU” in the case number, fraudulently altering the case number from 20VEUD00634 to 20VEDU00634, resulting in the issuance of a **fake writ of execution dated September 2,**

1           **2020.** Aire also has a copy of the forged writ showing the falsified case  
2           number. The case summary does not show the issuance of any writ,  
3           including the writ with the falsified case number which Bets signed  
4           and issued to Egbase and which was used by the **Sheriff deputies to put**  
5           **Aire and her children on the street on September 16, 2020, amid a**  
6           **pandemic and during an eviction moratorium in Los Angeles,**  
7           **violating state and federal protections provided under the COVID-19**  
8           **Tenant Relief Act.**

9           347. This is gendered racism at its worst because the eviction was aimed at  
10          a black mother and her two sons who were homeless and with no money.  
11          Black persons in Los Angeles County were among those who suffered  
12          the highest rate of deaths from Covid-19. While Aire's sons were over  
13          the age of 18 they had no place to live when they were evicted, and both  
14          suffered mental disabilities.

15          348. Another black mother who also was unemployed with no place to live  
16          and her daughter who was about to turn eleven years old were evicted  
17          just eleven months later also by a LASC judge, in August 2021, the  
18          month and year that African Americans suffered their highest death rate  
19          in Los Angeles County from the pandemic. Both evictions were

1 unspeakably cruel, they were illegal, and they violated the City and  
2 County moratoria on evictions as well as the ADA.  
3  
4

5 **Motion to Disqualify J. Byrd and Two Motions for New Trial**

6 349. With no immediate family in California and a lack of financial means  
7 to engage legal representation, the respondent was thrust into the  
8 daunting role of self-representation. She planned to appeal when she  
9 realized her attorney had kept out important evidence. She faced another  
10 battle. Ingram would not substitute out perhaps to run out the clock on a  
11 motion to vacate. Aire was forced to seek the aid of the Bar to force  
12 Ingram to substitute out. He finally did.  
13  
14  
15  
16

17 **Judicial Handoff Chaos Enabling Fraud**

18 350. Defendant LASC's chaotic and inconsistent reassignment of  
19 Plaintiff's family law case between multiple judges without continuity  
20 enabled Defendant Egbase to present inconsistent narratives, suppress  
21 prior rulings, and manipulate judicial findings. The absence of an  
22 assigned judicial officer for all purposes violated due process and directly  
23 contributed to the fabrication of the bifurcation judgment and denial of  
24 Plaintiff's property rights.  
25  
26  
27  
28

**JUDGE CHRISTINE BYRD**

**351. Denial of Due Process and Right to Counsel (Fourteenth Amendment)**

On November 13, 2019, Plaintiff reported attorney misconduct by David Ingram to Judge Christine Byrd, including suppression of evidence, refusal to allow Plaintiff's father to testify, and failure to submit deeds and affidavits. Plaintiff requested to substitute counsel or proceed pro se. Judge Byrd denied this request without investigation, violating Plaintiff's constitutional right to a fair trial under the Fourteenth Amendment.

**Failure to Protect Plaintiff's Vulnerable Adult Child**

**352.** On September 25, 2019, Plaintiff informed Judge Byrd that her adult son, diagnosed with a mental illness, had been forced onto a plane to London by Defendant Anthony Egbase while hallucinating. Judge Byrd failed to act or inquire, thereby enabling Defendant to avoid adult child support obligations under California Family Code §3910. This omission resulted in Plaintiff's son been hospitalize in London, under section 2 of the mental health Act, and has caused irreparable harm to her son.

**Tampering with Evidence During Appeal**

While Plaintiff's appeal was pending, Judge Byrd issued an order for both parties to remove exhibit boxes from court premises. These boxes contained evidence such as the forged divorce decree with a fake judicial

signature. Judge Byrd was aware of the potential forgery yet permitted the removal, obstructing justice and violating due process protections.

353. Misuse of Prior Transcript to Favor Defendant

Judge Byrd selectively cited an **out-of-context quote** from the April 16, 2008, transcript: “*MA’AM, YOU’RE LIVING IN THE HOUSE. YOU’RE GOING TO HAVE TO PAY FOR THE HOUSE,*” while disregarding Judge Kohn’s instructions for forensic investigation of Defendant’s finances. This misrepresentation constituted judicial bias and an intentional distortion of the record. Notably, this exact quote had been repeatedly used by Defendant Anthony Egbase in his filings and court appearances, suggesting a concerning pattern. The replication of this language in Judge Byrd’s ruling raises serious concerns that the judgment may have been authored or substantially influenced by Defendant Egbase himself and later signed by the Judge. This further undermines the impartiality of the proceedings and supports Plaintiff’s claim of collusion and judicial misconduct.

354. Contradictory Rulings on Attorney Fees

On June 27, 2018, Judge Dordi awarded attorney fees to Plaintiff under California Family Code §4320. However, during trial, Judge Byrd

1 refused to apply the same statute and denied Plaintiff fees, disregarding  
2 financial need and violating legal consistency and access to justice.  
3

4 355. Refusal to Recuse Despite Bias

5 Following the trial, Plaintiff moved for recusal of Judge Byrd due to bias,  
6 violations of due process, and mishandling of trial procedures. Judge  
7 Byrd denied this motion and subsequently denied Plaintiff's Motion for a  
8 New trial. The denial occurred despite Plaintiff's homelessness and  
9 hardship.  
10  
11  
12

13 **Misuse of Date of Separation Contrary to Family Code §70**

14 356. Judge Byrd ignored photographic and testimonial evidence  
15 supporting August 1, 2016, as the legal date of separation. **Instead, she**  
16 **adopted June 5, 2015**—a date favoring the Defendant—despite contrary  
17 findings in the record. This ruling denied Plaintiff rightful property  
18 valuation and support.  
19  
20

21 357. Improper Handling of Post-Trial Motions (May 6, 2020)

22 Plaintiff filed a motion for a new trial based on newly discovered  
23 evidence, including previously suppressed deeds and inconsistencies in  
24 the timeline of events. The hearing on the motion was officially  
25 scheduled for May 8, 2020. However, Judge Byrd issued a ruling on May  
26  
27  
28



1 6, 2020—two days before the scheduled hearing—denying the motion  
2 without any response from Defendant Egbase. By ruling prematurely and  
3 without consideration of the opposition or the new evidence, Judge Byrd  
4 violated Plaintiff's constitutional right to due process and deprived her of  
5 a meaningful opportunity to be heard.  
6  
7

### 8 9 **Termination of Spousal Support Without Jurisdiction**

10 358. Judge Byrd's final judgment stated that spousal support would  
11 terminate on August 31, 2020, with no future court having jurisdiction to  
12 modify. The order reads: "The final spousal support payments are due on  
13 August 1 and 15, 2020, and jurisdiction over spousal support shall  
14 terminate absolutely on August 31, 2020, unless terminated earlier, *and*  
15 *no court will have any jurisdiction to order support thereafter; (d) The*  
16 *final termination date of August 31, 2020, shall not be extended under*  
17 *any circumstances, even if a change in circumstances occurs."* This  
18 ruling disregarded the Plaintiff's disability, financial hardship, and  
19 fundamental rights under family law, effectively foreclosing her legal  
20 recourse. Judge Byrd's deliberate inclusion of such **extreme language**  
21 **illustrates her intent to bar the Plaintiff from ever seeking support,**  
22  
23  
24  
25  
26  
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28

1           **regardless of future hardship or disability, thereby violating due**  
2           **process and long-term financial protections.**  
3

4           359.   Bias and Discrediting of Plaintiff Throughout Proceedings

5           Throughout the history of this case, the parties have appeared before at  
6           least five different judges. No prior judge ever described Plaintiff as "not  
7           credible." On the contrary, several judges expressed concerns about  
8           Defendant Anthony Egbase's credibility and characterized him as not  
9           credible. However, **during the trial presided over by Judge Christine**  
10          **Byrd, Plaintiff was repeatedly labeled as "not credible"** in nearly  
11          every ruling, regardless of the facts presented. Judge Byrd's consistent  
12          use of this term against Plaintiff—despite her having no history of  
13          dishonesty or fabrication in court—was excessive and abusive. The  
14          language employed by Judge Byrd discredited the Plaintiff to such a  
15          degree that it discouraged any attorney from taking her case post-trial.  
16          This conduct revealed clear judicial bias and discrimination, particularly  
17          when contrasted with the leniency and credibility afforded to Defendant  
18          Egbase, an attorney and multimillionaire with a known pattern of  
19          misrepresentations. Such partiality deprived Plaintiff of her right to a fair  
20          trial and violated principles of judicial neutrality.  
21  
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1 These actions constitute violations under 42 U.S.C. §1983 for deprivation  
2 of civil rights, **acting under color of law. Judge Byrd acted beyond**  
3 **her judicial role, exhibiting patterns of collusion, misconduct, and**  
4 **favoritism which are not protected by judicial immunity.**  
5  
6  
7

8 **LINDA COMSTOCK, COURT REPORTER**

9 **Defendant Linda Comstock's Alteration and Fabrication of Court**  
10 **Transcripts**

11 360. Plaintiff incorporates by reference all preceding paragraphs as though  
12 fully set forth herein.

13 361. Egbase's California Bankruptcy Practice - No Mention of It in  
14 Appraisal.  
15

16 362. **On November 13, 2019**, Plaintiff formally requested to discharge her  
17 attorney David Ingram due to serious allegations of misconduct,  
18 including suppression of material evidence, collusion with opposing  
19 counsel, and denial of Plaintiff's constitutional rights. This critical  
20 request is clearly documented in the contemporaneously prepared Minute  
21 Order issued that same day.  
22

23  
24 363. However, the transcript produced over a year later by Defendant  
25 Comstock materially omits Plaintiff's request to represent herself and  
26 contains fabricated statements never made during the proceeding. The  
27  
28

1 transcript further attributed statements to Plaintiff's counsel that were  
2 false, while excluding exculpatory testimony made by Plaintiff, including  
3 her statement: "*The moment he called \$350,000.00 dollars, 350,000.00*  
4 *Naira, I knew for sure he was not working for me.*"  
5

6  
7 364. These intentional omissions and insertions in the transcript  
8 fundamentally altered the record of judicial proceedings and denied  
9 Plaintiff the opportunity for meaningful appellate review. The  
10 discrepancies between the Minute Order and transcript evidence a  
11 deliberate scheme to obstruct justice.  
12

13  
14 365. The transcript fails to document Plaintiff's request to proceed in pro  
15 per, a constitutional right under both the Sixth and Fourteenth  
16 Amendments. The omission directly infringes on Plaintiff's due process  
17 rights and further illustrates the calculated alteration of judicial records.  
18

19 **A. Falsification of September 25, 2019, Transcript**

20 366. Defendant Comstock also materially altered the transcript of the  
21 September 25, 2019, hearing. At the beginning of that session, Plaintiff  
22 brought to the Court's attention that her son, who has severe mental  
23 illness, was hallucinating at the airport while being forced on an  
24 international flight by Defendant Anthony Egbase. This urgent testimony  
25  
26  
27  
28

1 was directly presented to the Court to address Egbase's endangerment of  
2 their son.

3  
4 367. Defendant Comstock intentionally omitted this testimony from the  
5 official transcript. The omission not only erased Plaintiff's urgent plea  
6 but undermined legal claims related to adult child support, child  
7 endangerment, and Plaintiff's fundamental rights as a caregiver.  
8

9  
10 **Refusal to Produce Stenographic Notes and ASCII Files**

11 368. After discovering the discrepancies between the transcript and the  
12 Minute Order, Plaintiff filed a Motion to Compel the production of the  
13 original stenographic notes and ASCII-formatted versions of both the  
14 November 13 and September 25, 2019, hearings. The motion was denied  
15 on August 18, 2023.  
16

17 369. Defendant Comstock refused to produce audio recordings, time-  
18 stamped ASCII files, or original stenographic notes. She asserted that her  
19 uncertified transcript constituted the official record. These actions  
20 violated Plaintiff's rights under the California Rules of Court and denied  
21 her the opportunity to verify and correct the official court record.  
22

23 370. The ASCII file Plaintiff later received from **Defendant Comstock**  
24 **lacked the required time stamps.** In comparison, an ASCII file from a  
25 different court reporter in the same case did include time stamps, further  
26  
27  
28

1 exposing the discrepancies in Comstock's transcript and the broader  
2 effort to conceal misconduct.  
3  
4

5 **B. Pattern of Deception and Concealment**

6 371. In response to Plaintiff's July 2023 request for a corrected ASCII  
7 transcript, Defendant Comstock emailed a disclaimer stating that  
8 transcripts were not appeal-eligible and refused to provide any master  
9 index. The statements contradicted Comstock's prior representation of  
10 transcript format requirements and highlight her intent to obstruct post-  
11 trial review.  
12  
13

14 372. Plaintiff was forced to pay for the altered transcripts, including a \$42  
15 payment for a five-page excerpt intended for her adult child support  
16 filing. Despite clear communication from Plaintiff regarding the format  
17 needed, the transcript provided omitted Plaintiff's account of Egbase's  
18 misconduct toward their son.  
19  
20

21 373. Plaintiff filed a complaint with the Court Reporter Board of  
22 California (CRB) under complaint number #2122043. Several months  
23 later, Plaintiff received a boilerplate closure letter without name or  
24 signature, further suggesting institutional collusion and lack of  
25 accountability.  
26  
27

28 **C. Violations of State and Federal Law**

1 374. Defendant Comstock's conduct constitutes multiple state and federal  
2 crimes:

3  
4 - California Penal Code §115(a): Knowingly offering or filing false  
5 documents in a public record.

6 - California Penal Code §132: Offering false evidence in a legal  
7 proceeding.

8 - California Penal Code §134: Preparing false evidence for a legal  
9 proceeding.

10 - 18 U.S.C. §1519: Falsification, alteration, or destruction of records in  
11 federal investigations or proceedings.

12 375. Defendant Comstock's actions directly caused the dismissal of

13 Plaintiff's appeal without ever reaching a hearing. Defendant Anthony

14 Egbase exploited the fraudulent transcript and filed a motion to dismiss

15 Plaintiff's appeal on procedural grounds, which was granted without any

16 inquiry into the transcript dispute.

17 376. These events deprived Plaintiff of access to appellate review and her

18 constitutional rights. The misconduct committed by Defendant Comstock

19 was not isolated but part of a coordinated effort to shield judicial and

20 attorney misconduct.

21 377. Defendant Comstock's deliberate fabrication of court transcripts and

22 refusal to disclose official records demonstrates systemic corruption that

23 has irreparably harmed Plaintiff's rights to a fair trial and redress.  
24  
25  
26  
27  
28

Malpractice Lawsuit against Ingram

378. Aire filed a malpractice lawsuit against Ingram. As she studied the documents Ingram had turned over to her and became more and more familiar with her rights under the Family Code, she soon realized Ingram had engaged in fraud, concealment, breach of fiduciary duty, forging her signature on court documents Aire had never seen, much less approved. She realized he had been working with Egbase to bring about an absurdly unjust result in family court in Egbase's favor. Not knowing her rights, which was to amend to include the intentionally, possibly criminal claims against Ingram, she sought a stay of the lawsuit, stating she wanted to file in federal court against him.

379. The following allegations against her former attorney, David Ingram, for legal malpractice, breach of fiduciary duty, fraud, and conspiracy to obstruct justice. These allegations arise from the events that occurred during the underlying family law proceedings in Los Angeles Superior Court, Case No. LD051587. Plaintiff retained Ingram during a highly contested divorce case in which judicial misconduct and concealment of evidence played a central role. Ingram's legal representation, rather than protecting Plaintiff's rights, became part of a larger pattern of collusion



1 and fraud that ultimately led to Plaintiff filing a separate legal  
2 malpractice case, 21VECV00055, in an attempt to seek redress.  
3

4 380. However, the civil case 21VECV00055 was not dismissed based on  
5 the merits. Instead, it was terminated through procedural irregularities  
6 and legal technicalities designed to silence Plaintiff and prevent the  
7 exposure of deeper judicial fraud, accounting misconduct, and evidence  
8 suppression. At the heart of this concealment was Plaintiff's attempt to  
9 reveal in open court—via Zoom and filed pleadings—that the judgment  
10 in her dissolution case was the product of collusion between her attorney,  
11 David Ingram, and opposing counsel. The handling of the malpractice  
12 case demonstrated a coordinated effort to shield judicial actors and legal  
13 professionals from accountability.  
14  
15  
16  
17

18 381. The claims in this federal complaint differ fundamentally from those  
19 raised in the earlier malpractice action. They are based on newly  
20 discovered evidence of conspiracy and civil rights violations that could  
21 not have been presented earlier due to Ingram's concealment, procedural  
22 suppression, and obstruction of Plaintiff's ability to testify. These  
23 allegations raise constitutional and civil rights violations beyond the  
24 scope of traditional malpractice and justify federal review and redress  
25 under 42 U.S.C. §1983.  
26  
27  
28

1           382.    Fraudulent Use of Plaintiff's Signature on Blank Declaration Forms

2           In the early stages of representation, Ingram invited Plaintiff to his office  
3           to sign declaration forms. Plaintiff was presented with signature pages on  
4           plain paper with blank dates and no content attached. Trusting that she  
5           would review full versions later, Plaintiff signed in good faith. Ingram  
6           later attached these signed pages to filings Plaintiff never reviewed or  
7           approved, allowing him to submit documents under Plaintiff's name  
8           without her consent.  
9  
10

11  
12          383.    These actions were discovered during Plaintiff's preparation of  
13           interrogatory responses in case 21VECV00055, when she retrieved boxes  
14           from Ingram's office and found the misused signature pages. Prior to this  
15           discovery, Plaintiff had also warned Ingram in writing to stop submitting  
16           documents without her review. In many instances, Plaintiff only received  
17           post-filing copies forwarded by Ingram's secretary, Kellie Woodman,  
18           giving her no opportunity to review or revise them.  
19  
20  
21

22           III. Suppression of Critical Evidence During Trial

23          384.    Ingram intentionally withheld crucial evidence during trial, including:  
24

- 25           - Real property deeds  
26           - Passport copies of Defendant Egbase  
27           - Property appraisal reports  
28

1 - Financial records of Egbase's undisclosed income and assets

2 385. These materials, which directly contradicted trial testimony, were  
3  
4 found by Plaintiff while responding to interrogatories in the malpractice  
5 case.

6  
7 IV. Pattern of Delay and Sabotage

8 386. Ingram's negligence manifested through repeated delays, missed  
9 deadlines, and failure to act on Plaintiff's instructions. He:

- 10  
11 - Refused to contact prior counsel at The Bloom Firm  
12 - Ignored discovery requests related to Egbase's income  
13 - Allowed a falsified judgment to be entered into evidence  
14 - Failed to challenge Egbase's false statements using transcripts  
15 - Denied Plaintiff the opportunity to call key witnesses  
16 387. His conduct facilitated Egbase's false narrative and obstructed

17 **Plaintiff's access to a fair trial.**

18 Motion to Stay Proceedings and Coordinated Retaliation  
19 388. Upon discovering the misconduct, Plaintiff filed a complaint with the  
20 California State Bar and moved to stay the malpractice proceedings. The  
21 hearing was scheduled for February 22, 2024. On February 20, 2024,  
22 Plaintiff received a denial via email—pre-dating the scheduled hearing.  
23 The attached denial order was falsely dated February 22.  
24

25 389. Simultaneously, Ingram's counsel filed an opposition requesting  
26 Plaintiff be barred from oral testimony. These tactics mirrored the  
27  
28

1 silencing and procedural suppression seen in Plaintiff's family law case  
2 and reflected coordinated retaliation.  
3  
4

5 **Conspiracy to Obstruct Justice and Cover Up Judicial**  
6 **Misconduct**

7 390. As Plaintiff uncovered that her dissolution case involved a fraudulent  
8 judgment and judicial misconduct, Ingram and others acted to suppress  
9 this evidence. Plaintiff believes Ingram conspired with Egbase to protect  
10 the fraudulent ruling and obstruct any judicial review.  
11

12 **Legal Distinction from Prior Malpractice Action**

13 391. Plaintiff's current federal claims differ from the earlier civil  
14 malpractice action (21VECV00055). The claims here are based on newly  
15 uncovered fraud and civil rights violations that were unknown and  
16 inaccessible due to concealment and procedural suppression.  
17  
18  
19

20 **UNAUTHORIZED FILINGS BY ATTORNEY DAVID INGRAM**

21 392. During the course of the litigation, Plaintiff Ejeme Joyce Aire alleges  
22 that her attorney, David Ingram, repeatedly filed documents with the  
23 court that were neither reviewed nor authorized by her, violating both  
24 ethical standards and her right to due process.  
25  
26  
27  
28

1           393. In or around August 2018, Plaintiff visited the office of attorney  
2           David Ingram for the sole occasion to sign a declaration. Plaintiff, who  
3           processes information slowly due to dyslexia and who was placed under  
4           pressure during this visit, was asked to read and sign a 10-page  
5           declaration. Despite the document's length and complexity, Plaintiff  
6           managed to review it while in the office and explicitly requested that a  
7           reference to her son receiving 47 hours of Regional Center services be  
8           removed, stating clearly that this was outdated information from 10 years  
9           prior. Plaintiff also expressed surprise that Ingram had included such  
10          information, which had only previously been used by attorney Gail  
11          Wasserman in a declaration filed a decade earlier.

12           394. Attorney Ingram assured Plaintiff that the 47-hour service reference  
13          would be removed before filing and that he would insert the signature  
14          page she had signed separately. However, this correction was never  
15          made. Instead, Ingram filed the declaration with the inaccurate  
16          information intact, misrepresenting Plaintiff's current circumstances and  
17          contributing to a false narrative during trial.

18           395. Subsequent to this visit, Plaintiff never returned to Ingram's office,  
19          nor was she provided with any DocuSign access or invited to review  
20          additional documents. However, Plaintiff later discovered that her  
21          22          23          24          25          26          27          28

1 signature had been photocopied and applied to multiple documents  
2 submitted to the court. For example, on or around October 30, 2018,  
3 Ingram filed an FL-140 (Declaration of Disclosure) using a pre-signed  
4 signature page, added his own handwritten date, and submitted the  
5 document under penalty of perjury—despite Plaintiff never reviewing or  
6 authorizing the content.  
7  
8

9 396. When Plaintiff eventually retrieved her case boxes, she found blank  
10 verification sheets bearing her typed name and original signature, with no  
11 dates filled in. She alleges these were improperly used by Ingram to file  
12 documents without her knowledge or consent.  
13  
14

15 397. A particularly damaging consequence occurred during Plaintiff's trial  
16 in 2019. On her first appearance as a witness, opposing counsel Anthony  
17 Egbase confronted her with the erroneous 47-hour therapy declaration.  
18 When asked under oath if the statement was in her handwriting, Plaintiff  
19 confirmed it was. Egbase then asked whether their son was currently  
20 receiving 47 hours of therapy. Plaintiff, caught off guard and unaware  
21 that the correction had never been made, did not know how to respond.  
22 Attorney Ingram sat silently, lowering his head without objecting or  
23 defending her. This omission was exploited by Egbase and contributed to  
24 Judge Christine Byrd's repeated findings that Plaintiff was "not credible."  
25  
26  
27  
28

1 Prior to trial, none of the four judges who oversaw the case—Judges  
2 Wendy Kohn, Alicia Blanco, Slawson, and Dordi—had ever labeled  
3 Plaintiff as lacking credibility.  
4

5 398. This incident reflects a pattern of conduct by Ingram in alignment  
6 with Egbase to undermine Plaintiff’s credibility and damage her case.  
7 Plaintiff later emailed Ingram warning him to stop filing unauthorized  
8 documents. Nevertheless, he continued, including submitting a post-trial  
9 response to a tentative ruling that changed the date of separation to April  
10 11, 2016—consistent with Egbase’s false timeline—without Plaintiff’s  
11 knowledge. Ingram then sent Plaintiff a copy of the document *after* it had  
12 already been filed.  
13  
14  
15

16 399. Additionally, another instance of misconduct occurred when Ingram  
17 insisted Plaintiff verify child support payments dating back to 2015.  
18 Plaintiff had explicitly told Ingram in an August 2018 email **that she did**  
19 **not feel comfortable trying to dignify Egbase’s lies by identifying**  
20 **what was support or not for 2015 through October 2016**, as they were  
21 still living together during that period. Ingram, however, ignored this  
22 instruction and pressured her to comply, stating in an email,  
23  
24  
25

26 “It won’t dignify. Just do it. You cannot afford to lose the support he  
27 owes.”  
28

1           400. What Plaintiff did not know at the time was that by verifying  
2           payments from 2015, she was inadvertently conceding to a separation  
3           date in 2015, contradicting her consistent position that the separation  
4           occurred in August 2016. This tactic ultimately worked against her at  
5           trial and further supported Egbase's false timeline.  
6

7  
8           401. Plaintiff contends that this pattern of unauthorized filings, failure to  
9           consult, use of outdated and misleading facts, and alignment with the  
10          opposing party amounted to legal malpractice, breach of fiduciary duty,  
11          and a violation of her civil rights under 42 U.S.C. § 1983, especially in  
12          the context of an ongoing deprivation of due process and equal protection  
13          in family court proceedings.  
14  
15

16  
17                   **These facts justify relief under 42 U.S.C. §1983. Legal**  
18           **Clarification**  
19

20          402. Plaintiff asserts that her civil rights claims are not barred by res  
21          judicata, as the previous case was terminated without full disclosure. The  
22          current complaint addresses constitutional violations and conspiracy, not  
23          merely malpractice.  
24

25          403. As Aire studied the records of the case, documents related to the  
26          properties, obtained other financial information and acquainted herself  
27  
28



1 with the law. Aire realized that the judgment of divorce on bifurcation  
2 was fraudulent, and she filed a motion to vacate it which was denied on  
3 August 8, 2023. Once the judge who denied the motion realized that J.  
4 Blanco was involved in the forgery he closed ranks.  
5

6  
7 404. Aire filed a RFO for adult child support on behalf of her first-born  
8 son who is diagnosed as suffering from mental illness. He was in a  
9 hospital in London being treated and was forced to take leave from  
10 college. Aire produced medical records of her son to support her claim he  
11 had the mental illness. J. Dordi denied the motion, claiming Aire needed  
12 an “expert”, that the medical records of her son’s doctors were not  
13 sufficient to prove his illness.  
14  
15

16  
17 405. What LASC allowed to be perpetrated on Aire and her sons is part of  
18 a pattern and practice of denying mothers and children justice, due  
19 process, and equal protection in family court. There is no judicial  
20 independence. If judges are fair, move the cases along, and rule in favor  
21 of mothers and children when the facts and the law call for those rulings,  
22 there are talking-to and warnings from other judges.  
23  
24

25 406. It is not a coincidence that in the midst and waning of the Covid-19  
26 pandemic, two black women and their children were evicted from their  
27 home in violation of the City and County moratoria by a superior court  
28

1 judge (aided and abetted by a clerk) in September 2020 (Aire and her  
2 sons). Then eleven months later, in August 2021 a commissioner put a  
3 black mother and her young nine-year-old daughter on the street.  
4

5 407. On information and belief, in a LASC courtroom when a mother  
6 brought up Pique's Law, found at Fam. C. Sec.3193 which prohibits  
7 "reunification programs" resulting in changing custody because child  
8 does not want to visit the non-custodial parent, the judge, father, and  
9 father's attorney laughed at the mother.  
10  
11

12  
13 PATTERN OF FRAUDULENT BIFURCATION AND ITS  
14 PSYCHOLOGICAL IMPACT MIRRORED IN HISTORICAL  
15 LEGAL ABUSE CASES, DAN BRODERICK

16 408. Plaintiff Ejeme Joyce Aire respectfully submits that the fraudulent  
17 bifurcation of her marital status by Defendant Anthony Egbase, in  
18 collaboration with judicial officers of the Los Angeles Superior Court,  
19 not only violated statutory law but closely mirrors a notorious historical  
20 case of legal and psychological abuse: *People v. Broderick (1989)*,  
21 concerning Dan and Betty Broderick. The comparison is instructive and  
22 relevant to show the chilling effect of unchecked legal manipulation by  
23 powerful attorneys against their vulnerable spouses.  
24  
25

26 409. In the Broderick matter, Dan Broderick, a well-known malpractice  
27 attorney in San Diego, utilized his legal expertise and influence to  
28

1 overwhelm Betty Broderick through repeated filings, motions, and court  
2 delays that left her emotionally destabilized. **Dan secured a bifurcation**  
3 **of marital status—terminating the marriage while leaving financial**  
4 **and custody matters unresolved**—a tactic that rendered Betty  
5 powerless and exacerbated her psychological decline. This legal tactic  
6 deprived her of any leverage or protection under the guise of procedural  
7 propriety.  
8  
9  
10

11 410. Similarly, Defendant Egbase filed a fraudulent Request for Order  
12 (RFO) for bifurcation of marital status in a dormant 2007 dissolution case  
13 (LD051587), without Plaintiff's knowledge or presence at any hearing.  
14 The resulting "judgment" of bifurcation was forged with a falsified  
15 hearing date, misrepresented judicial officers, and conflicting entries  
16 regarding who presided over the supposed hearing (Commissioner  
17 Blanco versus Judge Watkins), thereby terminating the marriage status  
18 prematurely and fraudulently.  
19  
20  
21

22 411. Like Betty Broderick, Plaintiff found herself stripped of marital  
23 protections, denied access to community property rights, spousal support,  
24 and the opportunity to fully litigate financial issues before the status of  
25 marriage was terminated. The court, without due process, accepted  
26  
27  
28

1 forged documents which became the foundation for ongoing deprivation  
2 of Plaintiff's legal rights.  
3

4 **412. Both cases demonstrate the grave harm that results when**  
5 **powerful attorneys weaponize the judicial process to silence, control,**  
6 **and ultimately destroy the rights of their spouses.** The Broderick case  
7 **ended in tragic violence; while Plaintiff Aire has not resorted to**  
8 **violence, she has suffered years of homelessness, financial**  
9 **devastation, mental health decline, and complete alienation from her**  
10 **rightful property and marital entitlements.**  
11  
12

13  
14 **413. Plaintiff seeks to bring this pattern of abuse to light under her civil**  
15 **rights claim pursuant to 42 U.S.C. § 1983, asserting that the judicial**  
16 **machinery enabled a form of psychological and legal warfare that**  
17 **disproportionately harmed her as a stay-at-home wife and mother of**  
18 **over 20 years.** This bifurcation, effectuated by fraud and without  
19 hearing, mirrors the misuse of bifurcation in Broderick to strategically  
20 cut off the spouse from financial negotiation leverage.  
21  
22

23 **414. Plaintiff respectfully urges this Court to recognize that such patterns,**  
24 **when tolerated, amount to state-sanctioned emotional abuse and**  
25 **deprivation of civil liberties, especially when perpetrated by attorneys**  
26 **in collusion with court officials.** The judicial system must not be  
27  
28

1 weaponized to re-victimize vulnerable spouses under the guise of  
2 procedural efficiency.  
3

4 415. Plaintiff seeks relief and redress not only for the tangible financial  
5 harms caused but for the profound emotional and psychological injuries  
6 resulting from this abuse of process, and for the failure of court officers  
7 to safeguard her constitutional and family law rights.  
8  
9

10 **Disability Fraud, Medical Retaliation, and Civil Rights Violations**  
11

12 416. In or about April 2018, Defendant Anthony Egbase claimed disability  
13 based on an eye condition (retinal detachment) and submitted sworn  
14 declarations requesting the reduction or elimination of his child and  
15 spousal support obligations, asserting he was unable to work. Egbase's  
16 claim was used throughout the litigation period to avoid financial  
17 responsibility.  
18  
19

20 417. However, medical records and procedure notes reveal that the  
21 surgeries Egbase underwent were routine outpatient procedures —  
22 specifically, a vitrectomy and silicone oil removal performed under local  
23 sedation. These procedures are commonly administered and do not render  
24 a patient disabled long-term. There was no evidence that Egbase  
25  
26  
27  
28

1 experienced any lasting impairment that would justify a complete  
2 suspension of income or professional activity.  
3

4 418. Despite this, Egbase reportedly received a lump sum disability  
5 benefit in 2018 exceeding \$10,000 per month. He never disclosed these  
6 funds in his Income and Expense Declarations. Instead, he filed court  
7 documents indicating zero income, while maintaining full control and  
8 ownership over A.O.E. Law & Associates, Inc. He continued traveling  
9 between the United States and Nigeria during this period, overseeing  
10 business operations and legal practice without restriction.  
11  
12

13 419. Additionally, Egbase falsely claimed he had no employees,  
14 misclassifying at least 18 known workers between his Los Angeles and  
15 Nigerian offices as independent contractors. This misrepresentation was  
16 made under oath during prior hearings before Judge Slawson, allowing  
17 Egbase to conceal the full financial strength of his firm.  
18  
19  
20

21 **Plaintiff's Medical Crisis and Retaliatory Termination of**  
22 **Insurance**

23 420. In sharp contrast, during the same litigation period, Plaintiff Joyce  
24 Aire suffered serious medical issues, including chronic uterine bleeding  
25 and fibroids, which required urgent surgical intervention. Dr. Diana  
26 Wong documented the severity of the Plaintiff's condition in November  
27 2019.  
28

1 421. Aire underwent two major hospital procedures under anesthesia - first  
2 on March 23, 2019, and again on September 11, 2019. These procedures  
3 and the seriousness of her health status were never submitted into  
4 evidence. Plaintiff's attorney, David Ingram, failed to present any  
5 supporting medical documentation to the court. Instead, when Plaintiff  
6 attempted to explain her scheduling difficulties during trial, she was  
7 questioned as to why her procedures were scheduled during that time  
8 period - despite no formal objection being raised about trial  
9 accommodation.  
10

11 422. Immediately after the trial concluded, Egbase terminated Plaintiff's  
12 medical and auto insurance coverage, despite knowing she had never  
13 been employed in the United States and relied on the coverage for  
14 ongoing care. This left her uninsured, medically vulnerable, and  
15 financially stranded.  
16

17 423. Aire eventually underwent a necessary surgical procedure on March  
18 25, 2025, in London under the UK National Health System (NHS), more  
19 than five years after her condition was first documented.  
20

21  
22  
23  
24  
25 **Suppression of Travel Records and Evidence by Plaintiff's**  
26 **Counsel**

27 424. During the litigation (2016-2020), Plaintiff had full custody of the  
28 couple's minor child. Egbase, meanwhile, spent approximately 90% of

1 his time outside the country, mainly in Nigeria, conducting business and  
2 attending social events. Plaintiff repeatedly requested copies of Egbase's  
3 U.S. and Nigerian passport records to demonstrate his prolonged absence  
4 and support her claim for full custody reimbursement.  
5

6  
7 425. In November and December 2019, Plaintiff formally requested this  
8 documentation from her attorney, David Ingram. During trial, when  
9 Plaintiff referenced Egbase's travel, the court responded that no such  
10 evidence had been submitted. After multiple follow-up emails, Ingram  
11 eventually provided Plaintiff only 15 pages of Egbase's passport post-  
12 trial.  
13  
14

15 426. When Plaintiff later retrieved her case files from Ingram's office in  
16 February 2020, she discovered that Ingram had been in possession of  
17 over 30 pages of passport records, which included key travel entry and  
18 exit stamps. This documentation would have conclusively established  
19 Egbase's near-total absence from parenting responsibilities between 2016  
20 and 2019. Despite this, Ingram never filed a motion or calculation to  
21 request child custody reimbursement for Plaintiff.  
22  
23  
24  
25  
26  
27  
28



**Strategic Non-Disclosure of Financial Documents by Plaintiff's Counsel to Shield Defendant's Income Fraud**

427. During the course of trial, Plaintiff's attorney, David Ingram, knowingly and strategically failed to enforce discovery obligations concerning Defendant Anthony Egbase's financial records, allowing critical income disclosures to remain suppressed. Although the trial court had expressly ordered both parties to exchange current tax returns and profit and loss statements, Ingram offered no explanation for his failure to compel compliance from Defendant.

428. In an alarming turn, Mr. Ingram argued that Plaintiff's own Income and Expense Declaration, filed on June 26, 2019, required updating under the California Rules of Court. However, he failed to acknowledge that this obligation was reciprocal, and that Defendant Egbase had not updated his financial disclosures since October 22, 2018 — well over a year prior to trial. Despite the trial court's directive, Ingram declined to act on Defendant's noncompliance, leaving Plaintiff at a distinct disadvantage.

429. Rather than take steps to compel Egbase's compliance or file the appropriate motions, Ingram's inaction enabled Defendant to continue concealing lucrative legal contracts, investment income, and undisclosed earnings from international engagements — including substantial income

1 from the Nigerian government tied to recovered Abacha loot litigation.  
2 Plaintiff, who had no independent income and was financially dependent  
3 throughout the marriage, had only recently begun to sell personal  
4 belongings during litigation to survive. Nevertheless, Ingram allowed  
5 Defendant to falsely argue that Plaintiff was operating a business —  
6 “Events by J” — and used that mischaracterization to create a false  
7 equivalence between their respective financial disclosures.  
8  
9  
10

11 430. This coordinated suppression of financial truth by Plaintiff’s own  
12 counsel directly undermined Plaintiff’s ability to pursue equitable  
13 division of property and spousal support. It further demonstrates the  
14 deliberate orchestration between Egbase and Ingram to frustrate  
15 Plaintiff’s due process rights and assist in the concealment of community  
16 assets from judicial scrutiny.  
17  
18

19 **Pattern of Collusion and Civil Rights Violations**

20 431. Defendant Egbase manipulated medical claims to his advantage,  
21 claiming disability while continuing to operate internationally and  
22 profiting from unreported income. Meanwhile, Plaintiff’s own serious  
23 medical condition was entirely dismissed.  
24  
25

26 432. Attorney David Ingram’s failure to submit evidence, disclose  
27 passport documentation, and represent Plaintiff’s custody claims in court  
28

1 further deprived Plaintiff of due process. These acts — individually and  
2 collectively — reveal a broader pattern of judicial misconduct, legal  
3 malpractice, and discrimination.  
4

5 433. Plaintiff's rights to fair trial, medical protection, financial restitution,  
6 and child custody reimbursement were denied. These actions constitute  
7 violations of Plaintiff's civil rights under 42 U.S.C. § 1983.  
8  
9

10  
11 **Discriminatory Denial of ADA Advocate Assistance**  
12 **Denial of ADA Advocate**

13 434. Despite Plaintiff's documented disability, the Superior Court  
14 arbitrarily denied Plaintiff the right to have her ADA advocate assist her  
15 during critical proceedings, including the malpractice lawsuit against  
16 former counsel David Ingram. This discriminatory denial further violated  
17 the Americans with Disabilities Act and deprived Plaintiff of meaningful  
18 access to court in violation of federal and state law.  
19  
20  
21

22 **DUE PROCESS, EQUAL PROTECTION, AND ACCESS TO**  
23 **COURT**

24 435. Plaintiff re-alleges and incorporates by reference all prior paragraphs  
25 as though fully set forth herein. This section addresses the systematic  
26 deprivation of Plaintiff's constitutional rights, including due process,  
27  
28

1 equal protection, and meaningful access to the courts, through the  
2 deliberate actions and omissions of the judicial officers, attorneys, and  
3 court personnel, primarily Judge Christine Byrd.  
4

5 436. On November 13, 2019, during the trial in case LD051587, Plaintiff  
6 sought to discharge her attorney, David Ingram, due to his repeated  
7 suppression of material evidence and refusal to present medical  
8 documentation supporting her request for adult child support under  
9 California Family Code § 3910. Judge Byrd denied Plaintiff's oral  
10 request to substitute counsel and ignored Plaintiff's complaints, forcing  
11 her to continue trial under duress and without adequate representation.  
12  
13  
14

15 437. During the September 25, 2019, trial hearing, Plaintiff was compelled  
16 to directly inform the court that her son, Obehi Egbase—diagnosed with  
17 schizophrenia—had been hallucinating at the airport when Defendant  
18 Anthony Egbase forced him on a transatlantic flight to London. Plaintiff  
19 stated: “Your honor, our son was hallucinating at the airport, and his  
20 father forced him on a plane to London.” Judge Byrd disregarded this  
21 urgent testimony and took no steps to investigate or protect the child.  
22  
23  
24

25 438. Plaintiff's son was subsequently hospitalized under Section 2 of the  
26 UK Mental Health Act at Chadwick Lodge, evidencing the severity of his  
27 condition and confirming the truth of Plaintiff's testimony. Medical  
28

1 records from May 6, 2019, and discharge summaries from March 2023  
2 show a longstanding history of psychiatric instability and continued need  
3 for supervised care and stable housing.  
4

5  
6 **AIRE'S POST JUDGMENT ATTEMPTS TO REMEDY THE**  
7 **UNFAIRNESS OF THE JUDGMENTS AND OTHER RULINGS**

8 439. No matter what procedure Aire used in LASC to correct the gross  
9 injustices she suffered as a result of the judgments and orders - and she  
10 used many - the judges were determined she would receive no relief.  
11 They circled the wagons determined to protect their fellow judges,  
12 Egbase and Ingram, Bets, and Comstock who all assisted Egbase in  
13 defeating all Aire's rights and claims participating in fraudm forgery, and  
14  
15  
16 perjury to do so.

17 440. All the post-judgment motions and appeals Aire filed were denied on  
18 procedural grounds, never on the merits. It was got'cha litigation from  
19 start to finish.  
20

21  
22 A. Aire's Two Attempts to Disqualify J. Byrd.

23 441. Aire filed two Statements of Disqualification against J. Byrd, the first,  
24 on March 13, 2020, when she filed Motion for New Trial, and the  
25 second, years later, on September 27, 2023. Both times, J. Byrd herself  
26 struck the Statement which in itself is a miscarriage of justice. The  
27  
28

1 California Legislature foolishly allows judges to determine their own  
2 fairness and lack of bias which is an oxymoron.  
3

4 442. This due process glitch in the disqualification procedure has turned it  
5 into a mockery because almost all judges strike their own disqualification  
6 challenges, forcing the litigant, generally pro per, to file an appeal within  
7 ten days from the striking of the petition which is also unreasonable.  
8 Even lawyers often don't know the Petition for Writ of Mandate  
9 challenging the striking of the statement must be filed within ten days of  
10 the ruling (five extra days if mailed).  
11  
12

13 443. The U.S. Supreme Court has ruled that that "...no [woman] can be a  
14 judge in [her] own case, and no [woman] is permitted to try cases where  
15 [she] has an interest in the outcome" In re Murchison, 349 U.S. 133, 136  
16 (1955). -except California judges. Aire suffered yet another denial of due  
17 process and equal protection.  
18  
19

20  
21 B. Aire's Motion for New Trial.

22 444. By way of introduction, the Legislature concocted a cockamamie  
23 two-part procedure to move for new trial with time periods which are  
24 jurisdictional and very confusing which is as unreasonable as the  
25 disqualification procedure. First, the party has to give notice of intent she  
26 will be filing for new trial and yet, the notice of intent is considered to be  
27  
28

1 the motion for new trial. CCP Sec.659. Then, ten days later, she must  
2 serve a legal brief and her evidence. CCP Sec.659a. Then, the opposing  
3 party has ten days to file her opposition, and the moving party has five  
4 days to file a reply,  
5

6  
7 445. On March 13, 2020, Aire filed both a Notice of Intent to move for  
8 New Trial with hearing date of April 9 and its Proof of Service ("POS")  
9 on March 9, 2020. Shervin Rookan, a friend of Aire, signed a second  
10 Proof of Service ("POS") indicating served Egbase with additional  
11 documents related to the motion. This POS was not filed with the clerk.  
12  
13 Aire was planning to bring it to the hearing on the motion.  
14

15 446. Aire filed the Motion and POS at the filing window. J. Byrd's  
16 courtroom clerk interfered with the filing, personally removed Aire from  
17 the line in the filing room, and that clerk personally logged in the  
18 documents.  
19

20  
21 447. J. Byrd's clerk suppressed the filing of the first POS, although Aire  
22 has a conformed copy. She also made sure the Case Summary does not  
23 show the POS was filed.  
24

25 448. J. Byrd rescheduled the hearing on the motion for May 8. Aire  
26 planned to bring the second POS signed by Rookan to the hearing.  
27  
28 Egbase did not file an opposition. On May 6, 2020, with no hearing and

1 no opposition, Judge Byrd took Aire by surprise and summarily denied  
2 the motion, stating in the order:  
3

4 No proof of service was filed (true and false) and Petitioner has not  
5 responded to the Motion.(true)

6 449. J. Byrd is directly contradicted by Aire's conformed POS (FL-335),  
7 filed weeks earlier which J. Byrd's clerk had tossed so J. Byrd could rule  
8 no POS was filed. But J. Byrd did note that Egbase had not filed an  
9 opposition as of May 6 when she signed the order denying the motion.  
10

11 450. Because of the ongoing fraud and forgery committed by court  
12 personnel, Aire began taking screen shots of the Case Summary which  
13 she did of the summary between March 13 and May 6, 2020.  
14

15 451. One of the clerks accepted a declaration of Egbase he backdated  
16 March 25, 2020, and the clerk also fraudulently backdated it to March 25,  
17 2020, filed it, and falsified the Case Summary which states it was filed on  
18 March 25.  
19

20 452. Besides J. Byrd confirming that Egbase had not filed an opposition as  
21 of May 6, the date of her ruling, and the fact that **Aire had never**  
22 **received a declaration of Egbase opposing the motion, Aire's**  
23 **screenshots of the summary she took between March 13 and May 6**  
24 **also confirm Egbase filed no document whatsoever, let alone a**  
25 **declaration in opposition to her motion for new trial.**  
26  
27  
28



1 453. Upon examining the hard copy of Egbase's declaration, Aire identified  
2 a secondary, upside-down superior court stamp bearing the date  
3 "6/16/2020" on the left margin-evidence that the filing was not received  
4 or processed by the court until that date.  
5

6 454. But for the fraud of the clerk in not filing Aire's POS, Aire could have  
7 argued that the motion had been conceded by Egbase, and she was  
8 entitled to an order in her favor.  
9

10 455. Fraud has a way of backfiring - which it did when the unthinking  
11 clerks backdated the declaration of the unthinking Egbase after J. Byrd  
12 ruled Egbase had never filed a response. Forging the date Egbase filed it  
13 pitted Egbase and the clerk against J. Byrd, making her appear  
14 incompetent.  
15  
16

17  
18 D. The Illegal Eviction of Aire and Her Sons obtained by  
19 Default and Fraud During the Height of the  
20 Pandemic.

21 456. After the third and final judgment was entered, Egbase filed an  
22 unlawful detainer action against Aire. Egbase served court documents  
23 using incorrect addresses intentionally-4851 and 2852 Queen Florence  
24 Lane instead of 4852 Queen Florence Lane-which ensured Aire would  
25 suffer a shocking denial of due process because she never received notice  
26 of court hearings. *Egbase obtained a false default judgment of eviction*  
27  
28

1           *on June 4, 2020, in the middle of the raging pandemic and after the*  
2           *County and the City had each enacted a moratorium prohibiting*  
3           *evictions.*

4  
5       457. Egbase sought a writ of execution twice with the correct case number  
6       to provide the sheriff to evict Aire and her son. The clerk rejected the  
7       applications on August 31, 2020, and September 11, 2020, respectively,  
8       possibly at the direction of a judge since both the City and County  
9       eviction moratoria were in effect. The case summary in existence when  
10      Aire took a screen shot of it effects the rejections. The case summary at  
11      this time shows **no writs were issued or rejected.**

12  
13  
14  
15      458. While waiting on his second application, Egbase became impatient,  
16      probably because not only he, but his partner (half his age) and her child  
17      (his third) were eager to move into the home.

18  
19      459. Egbase had to locate a clerk which he did, Tatiana Bets. Bets was  
20      willing to sign a forged writ on which Egbase changed "UD" to "DU" in  
21      the case number, fraudulently altering the case number from  
22      20VEUD00634 to 20VEDU00634, resulting in the issuance of **a forged**  
23      **writ of execution dated September 2, 2020.**

24  
25  
26      460. Aire has a copy of the forged writ. As indicated supra, the case  
27      summary does not show the issuance of any writ, including the writ with  
28

1 the falsified case number which Bets signed and issued to Egbase and  
2 which was used by the **Sheriff deputies to put Aire and her children**  
3 **on the street on September 16, 2020, amid a pandemic in which**  
4 **African Americans were the most vulnerable to the disease and were**  
5 **dying in great numbers in the County and City. What is really so**  
6 **disturbing is Egbase has just lost his elder brother and in-law, due to**  
7 **the covid pandemic.**

11 **D. Aire Hires Attorney Who Attempts Another Motion for New**  
12 **Trial Primarily Based on Ingram Gross Negligence and Suppression of**  
13 **Evidence.**

14 461. Aire was able to scrape some money to hire an attorney, who filed for  
15 notion for New Trial and other relief on September 22, 2022. J. Byrd's  
16 reliance on the fabricated record and her shifting justifications for  
17 denying the motion, including her excuse that the court lacked proof of  
18 service, despite Aire's conformed copies of the two POS proving she had  
19 filed them, demonstrated her ongoing bias and prejudice against Aire.

21 **Intentional Reliance on Known Falsehoods**

22 462. Plaintiff hired attorney Joel Acuario from Claery & Hammond LLP  
23 and filed a renewed motion for new trial. During the hearing, Plaintiff  
24 presented, for the first time, compelling evidence such as the actual deed  
25 of trust showing a \$546,000 refinance recorded after the marriage date,  
26 directly contradicting Egbase's sworn testimony and Judge Byrd's ruling.  
27  
28

1 Despite visibly reacting to the evidence, Judge Byrd refused to alter her  
2 judgment, using technicalities to again deny relief. Plaintiff emphasized  
3 her homelessness due to the court's ruling, but her pleas were ignored.  
4

5 463. In the hearing on the motion on October 21, 2022, at which time Aire  
6 was unhoused because of the illegal and forged eviction, and without an  
7 income or job, J. Byrd admitted that Ingram engaged in malpractice. She  
8 acknowledged that she could not impute negligence of Ingram to Aire,  
9 per Fam.C. Sec.2124 but since Aire was alleging, he engaged in fraud,  
10 the statute did not apply. She denied the motion because it was untimely.  
11  
12

#### 13 **Appeal and Suppression of Evidence**

14 464. In February 2021, Plaintiff filed her Notice of Appeal in case  
15 B311523. She sought only one transcript - the November 13, 2019,  
16 proceedings - which contained her motion to discharge attorney Ingram  
17 and oral objections to evidence suppression.  
18  
19

20 465. It took Plaintiff nearly nine months to locate Court Reporter Linda  
21 Comstock, despite using official court email addresses. When the  
22 transcript was finally produced, it had been altered to remove Plaintiff's  
23 statements about Ingram's misconduct and her effort to represent herself.  
24  
25

26 466. Following this, Plaintiff filed a motion with the California Court of  
27 Appeal to compel production of the original stenographic notes, citing  
28

1 discrepancies between what transpired in court and what appeared in the  
2 official transcript. **Less than 24 hours after Plaintiff's motion to**  
3 **compel was filed**, Anthony Egbase filed a Request for Judicial Notice  
4 and a Motion to Dismiss the Appeal. Egbase's motion attached several  
5 rulings from Judge Byrd, which were intended to deflect from the  
6 misconduct issue and convince the appellate court that the issues raised  
7 were already adjudicated.  
8  
9  
10

11 467. On April 27, 2022, the appeal was dismissed on procedural  
12 grounds—without any review on the merits or consideration of the  
13 falsified transcript. This abrupt dismissal not only deprived Plaintiff of  
14 her due process rights but also permitted the underlying **judicial**  
15 **misconduct to remain unaddressed.**  
16  
17

18 468. Plaintiff further notes that while the appeal was pending and during  
19 her record designation phase in mid-2021, she received a peculiar  
20 communication from Judge Christine Byrd's courtroom. The message  
21 requested both parties (Plaintiff and Egbase) to come to the court and  
22 retrieve their trial exhibits. The timing—during the pandemic, and while  
23 the appeal was active—raised serious concerns. Plaintiff believes this  
24 was an attempt to destroy or tamper with critical evidence, particularly  
25  
26  
27  
28

1 because Egbase's trial exhibits included the falsified bifurcation  
2 judgment issued under Commissioner Alicia Blanco's name.  
3

4 469. This sequence of actions—including the altered transcript, retaliatory  
5 filings by Egbase, and the premature exhibit removal—demonstrates a  
6 concerted effort to obstruct Plaintiff's access to justice. It also  
7 substantiates her claim of systemic misconduct under color of law,  
8 thereby warranting federal jurisdiction under the Civil Rights Act, 42  
9 U.S.C. § 1983.  
10  
11

12 **E. Aire's Malpractice Suit Against Ingram**  
13

14 470. On January 15, 2021, Aire filed a malpractice suit against  
15 Ingram. Months were spent on whether Ingram and his law practice were  
16 served and on Aire's failure to file for default judgment which she did -  
17 for the law practice - and it was granted on September 9, eight months  
18 after the complaint was filed. On September 10, Ingram filed a general  
19 denial. On October 29, three OSC's were filed against Aire, for failure to  
20 file POS, to file for default, and for failure to prosecute.  
21  
22

23 471. Ingram began papering Aire with all kinds of discovery  
24 requests when he held all the cards including all the documents of the  
25 case. She responded to them, and he, of course, and was not happy and  
26 immediately papered her with motions to compel. The motions to compel  
27  
28

1 and case management conference were repeatedly continued. Ingram  
2 filed more motions to compel, four of them in December 2022.  
3

4 472. Going through the box of documents Ingram had provided her,  
5 Aire decided the case against him was not about malpractice, but fraud,  
6 concealment, and conspiracy with Egbase. In January 2023, Aire filed  
7 for a stay and was also looking for funds to try to bring her son with  
8 mental illness back to America. Not knowing she should dismiss without  
9 prejudice or move to amend to include the more serious claims. Ingram  
10 opposed the stay.  
11  
12

13 473. Upon discovering extensive proof of fraud and attorney collusion,  
14 Plaintiff filed detailed supplemental complaints against both Egbase and  
15 Ingram in 2023 with the State Bar of California and submitted a separate  
16 complaint with the California Attorney General's Office, requesting a full  
17 investigation and stay of proceedings in her legal malpractice suit.  
18  
19

20 474. Despite this, on February 6, 2024, Ingram filed a declaration under  
21 penalty of perjury, falsely asserting that no State Bar investigations were  
22 pending. Based on this falsehood, Judge Valerie Salkin denied Plaintiff's  
23 request for a stay of proceedings in a tentative ruling dated February 20,  
24 2024, issued just two days before a scheduled hearing for February 22,  
25 2024.  
26  
27  
28

1 475. On February 21 Aire filed a disqualifications statement which appears  
2 timely and should have been honored. On the February 22 hearing, Judge  
3 - barred Aire's ADA advocate from assisting Aire via zoom, they denied  
4 her assess. **She also would not allow Aire to speak or argue against**  
5 **Ingram's motion. Of course, the motion was granted and the motion**  
6 **to stay was denied.**  
7

8  
9 476. The merits of Ingram's criminality were never heard by the jury. The  
10 last hearing was on February 22, 2024.  
11

12 **G. Aire's RFO Filed August 8, 2023**  
13

14 477. On August 7, 2023, Aire filed a certified 300-page Affidavit of Truth  
15 detailing extensive fraud, forged court documents, judicial misconduct,  
16 and systemic denial of due process. The affidavit included exhibits and  
17 sworn declarations substantiating Plaintiff's allegations against the  
18 defendants which they committed in the disso proceeding.  
19

20 478. Simultaneously, Aire submitted formal Judicial Notices in the disso  
21 case and in Aire's malpractice case against Ingram alerting the judges to  
22 the fraudulent nature of the bifurcation decree, the misrepresentation of  
23 jurisdiction, falsified clerk signatures, and the backdating of writs and  
24 filings.  
25  
26  
27  
28



1 479. As already alleged, Aire filed an RFO which was heard on August 8,  
2 2023, in part, to compel Comstock to produce her notes and other  
3 documents. In that RFO, Aire also sought spousal support and to vacate  
4 the judgment based on the fraudulent and forged judgment of divorce.  
5

6 480. Aire made an oral announcement of the Affidavit during the August 8,  
7 2023, hearing before J. Dordi. He refused to take judicial notice of the  
8 affidavit allegations. Instead, Judge Dordi denied Plaintiff's motion to  
9 vacate judgment, relying solely on Family Code § 2122's statute of  
10 limitations of one and two years, without considering the **fraud-on-the-**  
11 **court** exception.  
12  
13  
14

15 481. When Aire exposed the fraud orchestrated by Egbase and J. Blanco,  
16 J.Dordi-who had previously conducted himself with fairness on earlier  
17 matters-abruptly abandoned his impartiality to protect his judicial  
18 colleague. J. Dordi became overtly hostile toward Aire, denying her any  
19 relief and immediately signaling his unwillingness to address the grave  
20 allegations of fraud upon the court.  
21  
22

23 482. J. Dordi threatened Aire, stating that if she continued to pursue her  
24 claims, Egbase could move for sanctions against her and seek attorney's  
25 fees. Dordi further suggested, "You know, we can also investigate when  
26 you found out," implying irrationally that Aire knew about the fraud  
27  
28

1 earlier than she did. It took her years to unravel the byzantine fraud J.  
2 Blanco and Egbase had perpetrated on the Court and on her. Aire also did  
3 not discover the Bets/Egbase fraud of the fictional writ used to evict her  
4 until years later because according to the Case Summary of the eviction  
5 action, the writ does not exist.  
6  
7

8 483. J. Dordi also denied spousal support relying on J. Byrd's non retention  
9 of jurisdiction and tying up the hands of future judges to rectify the  
10 unfairness of her order.  
11

12 **H. Aire's Ex Parte Application for Emergency Child Support for**  
13 **Older Son.**  
14

15 484. This judicial conduct had a chilling effect on Plaintiff's ability to seek  
16 relief. Nevertheless, in December 2023, Plaintiff attempted to file an  
17 emergency ex parte application requesting attorney's fees, financial  
18 support, and protection of her interest in marital property, particularly on  
19 behalf of her son diagnosed with schizophrenia. Defendant Egbase was  
20 served and given 24 hours' notice to appear. He failed to appear, and  
21 there were no consequences imposed by the court. The Judge denied my  
22 ex parte citing, see FL-342  
23  
24  
25

26 485. At that moment, Plaintiff understood that regardless of the evidence  
27 she submitted, she would not receive a fair review or obtain justice  
28

1 through LASC that had repeatedly dismissed her claims and shielded  
2 Defendant from accountability.  
3

4 486. Judge Byrd's Final Judgment, dated December 20, 2019, explicitly  
5 stated:  
6

7 **"No court will have any jurisdiction to order support thereafter...  
8 even if a change in circumstances occurs."**

9 487. This clause was crafted with premeditation, foreclosing Plaintiff's  
10 legal remedies and insulating Defendant Egbase from all future financial  
11 responsibility, even if Plaintiff or the adult child's condition worsened or  
12 fraud was later uncovered. The language was so extreme that it nullified  
13 California law providing for relief in cases of newly discovered evidence  
14 or disability—e.g., Family Code § 3910 and Family Code § 2124.  
15

16 488. Post-judgment, Plaintiff discovered that Defendant Egbase, who  
17 claimed financial hardship during trial, in fact was a multimillionaire  
18 who immediately paid off nearly \$1.1 million across three Los Angeles  
19 properties, including:  
20  
21

22 **A. - \$820,000 on Queen Florence Lane**

23 **B. - \$100,000 on 121 S. Hope Street**

24 **C. - \$150,000 on 800 W. First Street**  
25

26 489. He later acquired two luxury estates worth over \$3 million—strongly  
27 suggesting perjury and fraudulent concealment of assets during trial.  
28

1 490. Meanwhile, Plaintiff's son, Obehi Egbase, was forced to seek public  
2 housing assistance from the DPSS due to his incapacitation and lack of  
3 support. Plaintiff, who suffers from severe depression resulting from  
4 prolonged litigation abuse, has remained the sole caregiver without  
5 support from the father or the court, bearing the psychological and  
6 financial burden alone.  
7

8  
9 491. In *In re Marriage of Drake* (1997) 53 Cal.App.4th 1139, the  
10 California Court of Appeal affirmed that both parents have a continuing  
11 obligation to support an incapacitated adult child. Unlike in *Drake*, where  
12 support was granted post-judgment, Plaintiff here was categorically  
13 denied support due to a judicially imposed bar, even after presenting  
14 similar or greater need and medical documentation.  
15  
16

17 492. Moreover, Plaintiff's appellate rights were obstructed by transcript  
18 tampering. The November 13, 2019, transcript, prepared by Linda  
19 Comstock, deliberately omitted Plaintiff's statements about discharging  
20 her counsel and misrepresented her tone and testimony. When Plaintiff  
21 later requested the September 25, 2019, transcript to support her Family  
22 Code § 3910 application, the record had been scrubbed of her references  
23 to her son's hallucinations and forced flight. These omissions, when  
24  
25  
26  
27  
28

1 compared to contemporaneous minute orders, prove deliberate  
2 falsification and fraud upon the court.  
3

4 493. Plaintiff's civil rights under the Fourteenth Amendment—  
5 specifically, procedural due process, equal protection, and access to  
6 courts—were systematically violated by:  
7

8 A. - Denial of the right to present material evidence

9 B. - Judicial crafting of language to bar jurisdiction  
10

11 C. - Tampering with the trial record

12 D. - Refusal to hear post-judgment support applications  
13

14 494. **Plaintiff invokes Rule 60(d)(3) of the Federal Rules of Civil**

15 **Procedure** to seek relief from judgment on the basis of fraud upon the  
16 court. She also requests that this court compel production of the original  
17 stenographic notes and ASCII-formatted transcripts WITH  
18 TIMESTAMPS from Linda Comstock for September 25, 2019, and  
19 November 13, 2019, to substantiate her claims.  
20  
21

22 495. These actions—taken collectively and in conspiracy with opposing  
23 counsel and court officials—are not mere judicial error. They constitute a  
24 pattern of abuse, fraud, and systemic obstruction aimed at stripping  
25 Plaintiff of constitutional protections and safeguarding the fraudulent  
26 interests of Defendant Egbase.  
27  
28

THE CALIFORNIA STATE BAR FOR OBSTRUCTION OF  
JUSTICE, FAILURE TO INVESTIGATE, AND CIVIL RIGHTS  
VIOLATIONS

496. Plaintiff brings this action against the State Bar of California for its deliberate failure to investigate and act upon well-substantiated complaints of attorney misconduct involving Defendant Anthony Egbase and former counsel David Ingram. The Bar's omissions reflect a pattern of systemic bias, selective enforcement, and protection of corrupt legal actors that has contributed directly to Plaintiff's deprivation of due process and civil rights under 42 U.S.C. § 1983.

497. In shielding favored attorneys from investigation and discipline, the State Bar has sent a dangerous message that power and influence override ethics, accountability, and the integrity of the judicial process. When attorneys engage in fraud, collusion, forgery, and obstruction with impunity, and the regulatory body tasked with public protection turns a blind eye, the justice system fails its most vulnerable. This complaint seeks to ensure no woman, no litigant, and no underrepresented party is silenced or diminished in their pursuit of truth and justice.

Pattern of Neglect and Suppression

Failure to Investigate Complaint Against David Ingram (2020-2024)

498. In 2020, Plaintiff submitted a formal complaint to the California State Bar against David Ingram for legal malpractice, fraud, and conspiracy

1 with opposing counsel Anthony Egbase. Plaintiff provided detailed  
2 evidence, including:  
3

- 4 - **Unauthorized use of her signature on court documents;**
- 5 - Suppression of critical trial evidence;
- 6 - **Conflict of interest with Egbase and his legal associates.**
- 7

8 499. Investigator Kevin Lindarto was assigned to the case and maintained  
9 brief correspondence. However, the investigation was terminated  
10 abruptly without any substantive review, interview, or explanation. In  
11 2022 and 2023, Plaintiff submitted follow-up complaints supported by  
12 transcripts where Judge Christine Byrd acknowledged Ingram's failure to  
13 act and protect Plaintiff's rights. Nevertheless, on October 30, 2024, the  
14 Bar dismissed the case, falsely claiming there was "insufficient  
15 evidence," while disregarding conclusive material that implicated  
16 Ingram.  
17

18 500. **Failure to Investigate Complaint Against Anthony Egbase 2021,**  
19 Plaintiff submitted a complaint against Anthony Egbase for:  
20

- 21 - Identity thief;
- 22 - Misrepresentation of the date of separation to manipulate property  
23 division;
- 24 - Collusion with court staff and judicial officers.
- 25
- 26
- 27
- 28

1 Despite submitting forged court orders and mismatched judgment  
2 pages (with discrepancies between conformed and original signed  
3 documents), Investigator Mr. Aresca failed to contact Plaintiff or seek  
4 clarification. The complaint was summarily dismissed.  
5

6  
7 501. When Plaintiff resubmitted with additional evidence in 2023,  
8 including altered financial disclosures and property deeds, the Complaint  
9 Review Unit dismissed the case again on November 25, 2024. They  
10 claimed there was "no significant new evidence," while ignoring:  
11

- 12 - Financial records showing Egbase concealed assets and  
13 misrepresented income;
- 14 - Altered divorce judgments with forged judicial signatures;
- 15 - Evidence Egbase used forged documents in open court.

16 502. **State Bar Ignored Clear Conflicts of Interest**

17 Plaintiff provided evidence that David Ingram had previously  
18 represented Egbase's younger brother and shared legal staff. These  
19 relationships rendered his representation of Plaintiff unethical and  
20 compromised. **The State Bar ignored this direct conflict** and  
21 focused instead on Egbase's use of an employee, Adam Apollo,  
22 deflecting from the deeper ethical violation. This selective focus  
23 indicates **deliberate misdirection and failure to uphold**  
24 **professional standards.**  
25  
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1           503.   Obstruction of Justice and Bias in Disciplinary Practices

2           The Bar's failure is not isolated to Plaintiff's case. As national reporting  
3           and government inquiries have revealed, the State Bar of California has a  
4           long and troubling history of protecting elite and politically connected  
5           attorneys. **The most notorious example is disbarred attorney Tom**  
6           **Girardi, who defrauded clients for decades while maintaining a**  
7           **powerful presence in legal and political circles.**  
8  
9  
10

11          504.   According to the State Audit of 2022, Girardi faced over 200  
12          complaints, yet the State Bar failed to take meaningful action. Internal  
13          communications revealed Girardi used his influence to halt  
14          investigations, sway disciplinary outcomes, and install allies within the  
15          Bar. His conduct included embezzlement, client abuse, and fraud on a  
16          mass scale—yet he remained protected until federal authorities  
17          intervened.  
18  
19  
20

21          505.   This pattern is echoed in Plaintiff's case, where despite documented  
22          fraud, forgery, and judicial collusion, no action has been taken against  
23          Egbase or Ingram. **The Bar's conduct perpetuates a culture of**  
24          **protectionism, particularly for male attorneys with political**  
25          **connections or insider status.**  
26  
27

28               - California Business and Professions Code §60600 et seq.

1           506. By refusing to act on well-supported complaints, misrepresenting  
2           facts in dismissal letters, and failing to prevent further harm, the Bar  
3           facilitated fraud upon the court and denied Plaintiff meaningful access to  
4           justice.  
5

6           507. This case must mark a turning point. When a regulatory body  
7           becomes complicit in the misconduct it was created to prevent, it no  
8           longer serves the public. Plaintiff seeks:  
9

- 10           - Immediate federal oversight and investigation of the California State
- 11           Bar;
- 12           - Damages for harm caused by the Bar's negligence and misconduct;
- 13           - Referral to Congressional authorities for inquiry into systemic
- 14           corruption;
- 15           - Injunctive relief to require transparency and reform in complaint
- 16           handling procedures;
- 17
- 18
- 19
- 20

21           508. Justice must no longer be a privilege for the powerful, but a right  
22           equally accessible to all, including women, minorities, and litigants  
23           challenging misconduct within the legal system.  
24  
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STATE BAR'S DELIBERATE SUPPRESSION OF CONFLICT-  
OF-INTEREST EVIDENCE AND INVESTIGATORY  
OBSTRUCTION

509. In addition to ignoring well-substantiated claims of fraud and misconduct, the California State Bar further obstructed justice by intentionally mischaracterizing Plaintiff's evidentiary submissions to deflect from a direct and disqualifying **conflict of interest** between former counsel **David Ingram** and opposing counsel **Anthony Egbase**.

510. Plaintiff presented irrefutable proof that Ingram had previously represented Egbase's younger brother, Edwin Aimufua, in a civil action, and worked alongside legal associates from Egbase's law firm, creating a tri-party relationship that disqualified him from advocating on Plaintiff's behalf during the dissolution trial. This evidence was disclosed to the Bar on multiple occasions between 2021 and 2024. However, the Bar deliberately ignored this clear ethical violation and **instead narrowed the focus** of their investigation to a tangential and far less significant association involving **Egbase's employee, Adam Apollo**—a red herring used to shield Ingram and Egbase from discipline.

511. The Bar's Complaint Review Unit (CRU), despite receiving documentation including court pleadings, emails, case law, and declarations, issued a boilerplate rejection on **November 25, 2024**,

1 claiming “no new evidence,” when in fact Plaintiff had provided  
2 **primary source material** establishing direct legal relationships and  
3 conflicting interests between the involved attorneys.  
4

5 512. Moreover, this conflict was not limited to past representation—it  
6 actively compromised Plaintiff’s trial outcome. Evidence suggests that  
7 Ingram’s ongoing relationship with Egbase and Aimufua **created an**  
8 **avenue for bribery or coercion**, given their long-standing legal  
9 entanglements and Egbase’s political and financial leverage. Ingram’s  
10 suppression of evidence, refusal to subpoena financial records, and  
11 failure to challenge perjured testimony on the mortgage, all align with  
12 this theory.  
13  
14  
15  
16

17 513. Plaintiff also reported that when she escalated her complaint to the  
18 **State Bar’s San Francisco Office at 180 Howard Street**, no  
19 meaningful action was taken, and her documentation—including a  
20 transcript where Judge Byrd acknowledges Ingram’s suppression of  
21 evidence—was ignored. The State Bar has failed to contact Plaintiff at  
22 any point regarding her 2021 complaint against Egbase (Case No. 21-O-  
23 08747), confirming its systemic unwillingness to investigate politically  
24 protected attorneys.  
25  
26  
27  
28

1           514. Plaintiff further discovered that **Egbase made political donations**  
2           **and hosted fundraisers for major figures**, contemporaries and  
3           prominent elected officials, contributing to an environment where  
4           oversight agencies like the Bar felt pressured or compromised.  
5

6           515. In failing to act upon this mounting evidence of collusion, bribery  
7           risk, and obstruction, the State Bar not only violated its statutory  
8           obligations under **California Business and Professions Code §§ 6068,**  
9           **6106, 6060, and California Rules of Professional Conduct**, but also  
10          became complicit in the judicial fraud and retaliatory litigation Plaintiff  
11          faced post-judgment.  
12  
13  
14

15  
16           **State Bar's Deliberate Indifference**

17          516. Plaintiff filed formal complaints with the State Bar of California  
18          detailing Defendant Egbase's and Attorney David Ingram's serious  
19          misconduct, including fraud upon the court, suppression of evidence, and  
20          ethical violations. Despite clear evidence, the State Bar refused to  
21          investigate or discipline either attorney, reflecting deliberate indifference  
22          to Plaintiff's rights and perpetuating systemic gender- and status-based  
23          discrimination against victims of family law fraud.  
24  
25  
26

27               "A dangerous message is being sent when institutions protect those  
28               who abuse power. This must be the moment where silence ends, and truth  
              begins. No woman, no litigant, should be denied dignity, fairness, or their

1           rightful place in the pursuit of justice."

2  
3                                   V.  
4                           CAUSE OF ACTION  
5                           FIRST CAUSE OF ACTION

6           Domestic Violence, Ca Civ. C. Section 1708.6 - applies to Egbase  
7           and A.O.E. Law and Associates, APC

8           517.   Aire realleges and incorporates by reference the allegations set out in  
9           paras 1 -304 as if fully set out in this claim.

10          518.   Egbase engaged in a longtime pattern and practice of fraud,  
11               concealment, theft, and other crimes against Aire constituting  
12               domestic violence  
13               and coercive control and lasting into the present time including, but  
14               not limited to:

15               A. Fraud

16               B. Forgery

17               C. Imposing coercive debt on Aire without her knowledge and  
18               consent;

19               D. Imposing coercive debt on Aire without her knowledge and  
20               consent;

21               E. Working in concert with J. Blanco to create, file, and enter a  
22               forged, fraudulent bifurcated divorce proceeding and judgment;  
23  
24  
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1 F. Working through his agents in concert with Ingram so that Aire  
2 would end up with no property and no support and a bogus  
3 judgment based on falsehoods, perjury, and forgeries;

4  
5 G. Using the family court and his extensive legal experience to  
6 deprive her of her property and support by filing frivolous  
7 motions, perjurious declarations, and by using his employees,  
8 his brother, unethical “experts”, and Ingram to provide  
9 falsified reports, appraisals, and dates of marriage and  
10 separation;  
11  
12

13 H. Evicting her and her children from her home based on a forged  
14 writ of execution which issuance is not reflected in the Case  
15 Summary of the family lawsuit by armed, uniform police  
16 officers threatening violence if she did not leave;  
17  
18

19 519. The ongoing D.V. causes Aire extreme pain and she is suffering  
20 mental anguish, emotional and physical distress and loss of property and  
21 support for which she is entitled to compensatory and out-of-pocket  
22 damages and injunctive relief against Egbase.  
23  
24

25 520. The acts of Egbase were willful, wanton, malicious and oppressive,  
26 thus, justifying an award of exemplary and punitive damages against him  
27 in an amount to be determined at trial.  
28

521. Aire seeks an award of attorney fees against Egbase.

## SECOND CAUSE OF ACTION

Intentional and/or Negligent Infliction of Emotional Distress applies to Egbase, A.O.E. Law and Associates, APC and to Ingram and David Ingram Law, APC (“Ingram Law”)

522. Aire realleges and incorporates by reference the allegations set forth in paragraphs above as if fully set out here.

523. Egbase intended to cause Aire emotional distress; or, Egbase acted with reckless disregard of the probability that Aire would suffer emotional distress, knowing that Aire was directly impacted when he committed fraud and other bad acts and denied her all her property and support

524. Aire suffered severe emotional distress; and Egbase's conduct was a substantial factor in causing Aire's severe emotional distress.

525. The severe emotional distress caused Aire extreme pain for which she is entitled to compensatory damages against Egbase.

526. The acts of Egbase were willful, wanton, malicious and oppressive, thus justifying an award of exemplary and punitive damages against him in an amount to be determined at trial.

527. When Ingram represented Aire as her attorney while acting in concert with Egbase resulting in a denial of all her property and support, he



1 intended to cause Aire emotional distress; or, he acted with reckless  
2 disregard of the probability that Aire would suffer emotional distress,  
3 knowing that Aire was  
4 directly impacted when he committed fraud and other bad acts, including,  
5 but not limited to, gaslighting her, forging her signature without her  
6 consent, failing to provide her relevant documents, failing to retain a  
7 forensic expert to value the law practice, failing to conduct discovery  
8 especially of Egbase's Nigerian and Washington, D. C. practice, failing  
9 to obtain the deeds to all the properties in  
10 California and moving them into evidence, failing to cross examine  
11 Egbase on all the loans he had taken out on the properties, failing to put  
12 on evidence concerning the Nigerian compound, forcing her to testify  
13 about the money Egbase sent her for household expenses while still  
14 married to her implying to the court the money was for spousal/child  
15 support after separation, refusing to substitute out of the case to run out  
16 the time for Aire to file Motion for New Trial.

23 528. Ingram failed to disclose to Aire that he was representing, Edwin  
24 Aimufua an attorney who was working for Egbase at the same time  
25 Ingram was representing Aire. This provided a cover for Ingram to accept  
26 bribes from Egbase disguised as payments from — to Ingram for  
27  
28

1 representing him. For example, in the records of Egbase's law practice,  
2 there is a payment of \$3,000.00 to Edwin Aimufua.

3  
4 529. Aire suffered severe emotional distress; and Ingram's conduct was a  
5 substantial factor in causing Aire's severe emotional distress.

6  
7 530. The severe emotional distress caused Aire extreme pain for which she  
8 is entitled to compensatory damages against Ingram.

9  
10 531. The acts of Ingram were willful, wanton, malicious and oppressive,  
11 thus justifying an award of exemplary and punitive damages against him  
12 in an amount to be determined at trial.

13  
14 THIRD CAUSE OF ACTION

15 Breach of Fiduciary Duty - common law and Fam. C. Secs. 721, 1100,  
16 1101, Applies to Egbase; and to Ingram and Ingram and Ingram Law -  
17 Violation of CA Ethical Rules 1,1(a), 1.4, 1.7, Common Law - Duty of  
Loyalty

18 532. Aire realleges and incorporates by reference the allegations set forth  
19 in paragraphs 1- 304 above as if fully set out here. Pattern of Identity  
20 Theft  
21

22 533. Defendant Egbase committed multiple acts of identity theft against  
23 Plaintiff, including opening businesses such as Palmer Medical Supply  
24 and Palmer Properties & Development using Plaintiff's name without her  
25 consent, opening unauthorized email accounts, and applying for loans  
26 using Plaintiff's social security number and financial credentials. These  
27  
28

1 acts were concealed from Plaintiff and were part of a broader pattern of  
2 fraudulent asset diversion and concealment of community property.  
3

4 **EGBASE**

5 534. Fam. C. Sec.721 (b) states:

6 Except as provided in Sections 143, 144, 146, 16040, 16047, and  
7 21385 of the Probate Code, in transactions between themselves,  
8 spouses are subject to the general rules governing fiduciary  
9 relationships that control the actions of persons occupying  
10 confidential relations with each other. This confidential relationship  
11 imposes a duty of the highest good faith and fair dealing on each  
12 spouse, and neither shall take any unfair advantage of the other. This  
13 confidential relationship is a fiduciary relationship subject to the same  
rights and duties of nonmarital business partners, as provided in  
Sections 16403, 16404, and 16503 of the Corporations Code.

14 535. Fam. C. Sec.1100 states in part:

15 (e) Each spouse shall act with respect to the other spouse in the  
16 management and control of the community assets and liabilities in  
17 accordance with the general rules governing fiduciary relationships  
18 which control the actions of persons having relationships of personal  
19 confidence as specified in Section 721, until such time as the assets  
20 and liabilities have been divided by the parties or by a court. This  
21 duty includes the obligation to make full disclosure to the other  
22 spouse of all material facts and information regarding the existence,  
23 characterization, and valuation of all assets in which the community  
has or may have an interest and debts for which the community is or  
may be liable, and to provide equal access to all information, records,  
and books that pertain to the value and character of those assets and  
debts, upon request.

24 536. Egbase violated these sections from the day Egbase married Aire in

25 2002 and in 2005 as set out in the prior paragraphs. He engaged in  
26 outrageous acts of fraud and forgery, not the least of which was the  
27  
28

1 fictional bifurcated divorce proceeding. He concealed from Aire his law  
2 practice earnings, that he was sending community property cash over the  
3 years to Nigeria, that he was forging deeds to community property, that  
4 he was using his sister's identity to purchase a community property, that  
5 he imposed coercive debt on her by encumbering the three properties  
6 repeatedly over the years without her knowledge, he used her identity as  
7 a ghost employee in his law firm and as the owner of the Palmer  
8 business, and he had no intention of making full disclosure of all the  
9 assets and liabilities incurred during the marriage. His sole purpose was  
10 to insure all community property would remain with him after divorce.

11  
12  
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15 537. To accomplish that goal, he committed lender fraud, IRS fraud, and  
16 court fraud, going so far as to engage in crimes of forgery with Bets and  
17 J. Blanco. J. Blanco and he created an elaborate fictional proceeding,  
18 hearing, and judgment of a bifurcated divorce just so he could then file  
19 taxes as a single man (false) and hide from Aire the fact that he had  
20 received a million-dollar attorney fee from the  
21 Nigerian government.

22  
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25 538. Aire suffered severe emotional distress; and Egbase's conduct was a  
26 substantial factor in causing Aire's severe emotional distress.  
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1           539. The severe emotional distress caused Aire extreme pain for which she  
2           is entitled to compensatory damages against Egbase.

3  
4           540. As a further remedy, pursuant to Fam. C. Sec.1101, Aire requests that  
5           she be awarded 1/2 of the community estate, including an in- kind award  
6           of her interest in the law practice, spousal support, and that she be  
7           awarded the entire First St property because he failed to disclose to Aire  
8           that he had made the faux Victoria the owner of the property when it was  
9           he who purchased, maintained, collected its rents, paid the mortgage and  
10          property taxes on it. ,

11  
12  
13          541. The acts of Egbase were willful, wanton, malicious and oppressive,  
14          thus justifying an award of exemplary and punitive damages against him  
15          in an amount to be determined at trial.

16  
17  
18          542. Aire is also entitled to attorney fees against Egbase.

19                INGRAM AND INGRAM LAW

20  
21          543. Ingram worked with Egbase hand in glove, throwing the case of his  
22          client. He violated Rule 1.3, intentionally failing to represent Aire with  
23          all due diligence; Rule 1.4, failure to communicate truthfully about the  
24          case; Rule 1.7, engaging in a clear conflict of interest by representing  
25          Amu— an attorney working in Egbase’s firm which he did not disclose to  
26          Aire. Amu could provide bribes to  
27  
28

1 Ingram to throw Aire’s case by masking the bribe as a payment for  
2 attorney fees to Ingram for representing him. Most of all, Ingram violated  
3 his sacred duty of loyalty to Aire.  
4

5  
6 [The] lawyers’ duty of loyalty is the most fundamental of all  
7 fiduciary  
8 duties the legal profession owes to its clients.[fn 7 omitted]  
9 From the  
10 beginning of the profession, lawyers have owed an unwavering  
11 duty  
12 of loyalty to their clients, a duty that is recognized in the  
13 common law  
14 of every jurisdiction of the United States [fn 8 omitted] and  
15 codified  
16 in every American code of legal ethics ever promulgated. [fn 9  
17 omitted] “The Gang of Thirty-Three: Taking the Wrecking Ball  
18 to  
19 Client Loyalty”, Lawrence Fox, 27 Mar 2012, Yale Law  
20 Journal  
21 Found at [yalelawjournal.org/forum/the-gang-of-thirty-three-taking-the-wrecking-ball-to-client-loyalty](http://yalelawjournal.org/forum/the-gang-of-thirty-three-taking-the-wrecking-ball-to-client-loyalty)

22 544. Aire suffered severe emotional distress; and Ingram’s conduct was a  
23 substantial factor in causing Aire’s severe emotional distress. His  
24 misconduct in throwing the case, played a substantial role in Aire losing  
25 all her property and spousal support.  
26

27 545. The severe emotional distress caused Aire extreme pain for which she  
28 is entitled to compensatory damages against Ingram,

1       546. The acts of Ingram were willful, wanton, malicious and oppressive,  
2       thus justifying an award of exemplary and punitive damages against him  
3       in an amount to be determined at trial.  
4

5               FOURTH CAUSE OF ACTION

6       Fraud by Concealment and Misrepresentation - applies to Egbase,  
7       A.O.E. Law, J. Blanco, Ingram, Ingram Law, Bets, Comstock, and  
8       unsued J. Byrd

9       547. Aire realleges and incorporates by reference the allegations set forth  
10       in paragraphs 1-192 above as if fully set out here.  
11

12       548. Defendants Egbase made misrepresentations to Aire, lenders, judges,  
13       and IRS, including stealing Aire's and his sister Victoria's respective  
14       identities and using them to advance his financial interests and to harm  
15       Aire's, especially at trial as alleged in paragraphs.-- He also engaged in  
16       fraud by concealment as alleged in paragraphs  
17  
18

19       549. J. Blanco and Egbase made misrepresentations to the Court and to  
20       Aire and concealed their conspiracy with each other to commit criminal  
21       fraud and forgery creating a false proceeding, hearing, and judgment of a  
22       bifurcated judgment and then concealed the crimes from the Court and  
23       Aire as alleged in paragraphs --.  
24  
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1           550. Ingram made misrepresentations to Aire and in court during the trial  
2           and committed fraud by concealment against Aire as alleged in  
3           paragraphs –

4  
5           551. Bets entered into a conspiracy with Egbase to forge a writ of  
6           execution by changing the case number on the document in order to  
7           illegally evict Aire and concealed the fraud from Aire, the Court, and the  
8           Sheriff as alleged in paragraphs –

9  
10  
11          552. Comstock produced fraudulent transcripts to the Court and Aire in  
12          order to defeat Aire's claims of misconduct against J. Byrd and Ingram.

13  
14          553. J. Byrd aided and abetted the fraud and misrepresentation of Egbase  
15          and Ingram's glaring abandonment of his client at trial. For example, she  
16          knew she had to nonsuit Egbase on the three properties in California  
17          because he only offered inadmissible hearsay about the properties, and  
18          failed to produce the deeds and move them into evidence. As in re Knox  
19          points out, because pro per wife failed to produce quit claim deed of  
20          home, she lost on whether the home was community property. She knew  
21          Ingram was engaging in extreme negligence such as for example not  
22          having a forensic expert value the law practice. She accepted a road side  
23          appraisal by a former client of Egbase as competent evidence of the value  
24          of the Queen Florence home. She went to great lengths to squeeze Aire as  
25  
26  
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28



1 to date of marriage (2005 in place of 2002) and date of separation  
2 (picking a date neither party claimed, ignoring the fact that Egbase had  
3 testified in an earlier hearing that he moved out of home on August 1,  
4 2016, which is the date Aire testified was the date of final separation) in  
5 order to deprive Aire of the magic ten year marriage mark generally  
6 guaranteeing spousal support when spouse proves she is unable to  
7 support herself without support from the ex-spouse. She denied Aire  
8 support when she knew or should have known that Judge Dordi had  
9 already found that Aire would not be able to find employment in the near  
10 future which should have been the law of the case. J. Byrd knew that  
11 Aire is black, in her fifties, had not worked outside the home for 20  
12 years, and had advanced her husband's career with her own efforts. J.  
13 Byrd demanded to know in open court about Aire's citizenship status  
14 (but not Egbase's) which is explicitly prohibited by law in California.  
15 She signed documents provided by Egbase and unopposed by Ingram  
16 which repeatedly stated that Aire was not credible when two or three  
17 judges had already ruled that Egbase was not credible. When she learned  
18 that Aire had filed an appeal, she made an order that the parties had to  
19 pick up exhibits admitted into evidence from her courtroom knowing the  
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1 exhibits had to be forwarded to the appeals court to support Aire's  
2 appeal.  
3

4 554. When Aire demanded that Ingram get off the case, J. Byrd would not  
5 allow it, when Aire moved for new trial, she denied it without a hearing,  
6 when Aire tried again with an attorney she acknowledged that Ingram  
7 had engaged in malpractice and then decided it was just a dispute  
8 between lawyer and client and denied the motion and ruled that it was  
9 filed too late after violating her due process rights the first time Aire filed  
10 the motion.  
11  
12

13 555. All the defendants knew their misrepresentations were false and knew  
14 they were false when they made the misrepresentations. They intended  
15 that Aire rely on them. Aire relied on them  
16  
17

18 556. All the defendants concealed certain information. Egbase was  
19 required by law to provide all relevant information about the dates of  
20 marriage and separation, about the properties acquired or maintained  
21 during the marriage, about his earnings, about his law practice, and  
22 instead he provided only falsified information. Egbase and J. Blanco  
23 concealed from Aire that they had manufactured on paper a hearing on a  
24 bifurcated divorce which never occurred before a judge who never  
25 conducted any hearing on a bifurcated divorce and filed a judgment of a  
26  
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1 bifurcated divorce which was never signed by any judge. Aire had an  
2 attorney/client relationship with Ingram, and he was obligated to provide  
3 all facts known to him related to the issues in the trial. Bets had a  
4 mandatory duty to insure that the writ of execution did not contain a false  
5 case number and had to insure that the case summary reflected that the  
6 writ she signed had been issued. Comstock had a mandatory duty to  
7 produce truthful, accurate, and authentic transcripts of what was said by  
8 the participants in the proceedings Aire asked her to transcribe.

12 557. Defendants intentionally failed to disclose certain facts to Aire that  
13 were known only to them and that Aire could not have discovered on her  
14 own or only until she conducted exhaustive research ;Aire did not know  
15 of the concealed facts until much later after she had suffered loss of all  
16 her property and support and was illegally evicted from her home. All the  
17 defendants intended to deceive Aire by concealing the facts. Had the  
18 omitted information been disclosed, Aire would have behaved  
19 differently. Aire was harmed; and all the defendants 'concealment was a  
20 substantial factor in causing Aire's harm.

25 558. As a result of the defendants' fraud by concealment and  
26 misrepresentation, Aire suffered the loss of all her property and support.

1 559. Aire suffered severe emotional distress; and Defendants' conduct was  
2 a substantial factor in causing Aire's severe emotional distress.  
3

4 560. The severe emotional distress caused Aire extreme pain for which  
5 she is entitled to compensatory damages against all the defendants.  
6

7 561. The acts of all Defendants were willful, wanton, malicious and  
8 oppressive, thus justifying an award of exemplary and punitive damages  
9 against him in an amount to be determined at trial.  
10

11 562. J Byrd should be liable for the harm she inflicted on Aire except that  
12 at this time, J. Byrd has immunity from damages for the harm she caused  
13 Aire.  
14

15 FIFTH CAUSE OF ACTION

16 42 U.S.C. Sec.1983 - Fourteenth Amendment - Conspiracy to Deprive  
17 Plaintiff of Property without Due Process; Deprivation of Property  
18 based on Race/Age/Gender/Marital Status/Financial Status; Denial of  
19 Equal Access to Court - applies to Egbase, A,O.E. Law and  
20 Associates, APC; Ingram, David Ingram Law J. Blanco, Bets,  
Comstock, and unsued J. Byrd

21 563. Aire realleges and incorporates by reference the allegations set forth  
22 in paragraphs above as if fully set out here.  
23

24 564. Egbase, J. Blanco, Bets, Comstock, Ingram, and unsued J. Byrd  
25 worked as a cohesive whole to insure that Aire would be deprived of all  
26 her property and support and put on the street, evicted from her home  
27  
28

1 without a place to live and no money. Denial of Property and Support  
2 without Due Process:  
3

4 565. Aire had a cognizable property interest as defined by the California  
5 Family Code in property accumulated or maintained during the marriage  
6 as well as a right of continuing support based on a marriage of ten years  
7 or more.  
8

9 566. As set out in this complaint, Aire suffered a deprivation of her share  
10 of community property and was denied spousal support without an  
11 appropriate level of process or procedural safeguards.  
12

13 567. This was accomplished by the actions of the defendants, in particular,  
14 Egbase acting as a cohesive unit against Aire.  
15  
16

17 Deprivation of Property based on Race/Age/ Gender/Marital Status/  
18 Financial Status (Denial of Equal Protection)

19 568. Aire also lost her property and support based on gendered racism,  
20 age, marital and financial status. She is a black woman in her fifties. DEI  
21 is being killed as this complaint is filed. So, it's back to hiring white  
22 people, mostly men. Also, as a married woman who worked only in the  
23 home and not outside it and was seeking property and support in court  
24 she was immediately an outlier in the eyes of the judges. Judges view  
25 fulltime wives and mothers as looking for a handout when going through  
26  
27  
28

1 a divorce, rather than seeking what is legally theirs – property and  
2 support.  
3

4 569. Judges also view work attributed mostly to women-- keeping the  
5 home fires burning and caring for the children in all aspects of their lives  
6 – as trivial because unpaid. The dissomaster (designed by white males  
7 and approved by judges) which is used to determine child, and spousal  
8 support does not include what mothers would be earning based on the  
9 work they performed as fulltime homemakers and childcare providers as  
10 a benchmark for what she should be paid as spousal support.  
11  
12

13 570. The patriarchal implication is that mothers should sacrifice  
14 themselves and do the work of homemaker, wife, concubine, and mother  
15 (Nazi slogan: “Kinder, Kutchen, Kirche [church]” and sexual availability  
16 when Das Fuhrer demanded it) with a smile and no money. Aire’s efforts  
17 and work – like the work of all housewives and mothers – are essential  
18 and necessary for the family and the country to thrive – a fact  
19 conveniently ignored by judges in the alt universe of the AFCC-  
20 dominated family court.  
21  
22

23 571. What happened to Aire is not an aberration also because of the  
24 continuing misogyny and authoritarianism of family court and attorneys  
25 in which mothers are policed like criminals and complaints of child abuse  
26  
27  
28

1 against the father are flipped and defined as alienation by the mother. As  
2 already alleged, women who make the mistake of becoming full time  
3 wives and mothers, like Aire, are viewed as non-essential and will be  
4 denied all or most of all the property and support they are entitled to,  
5 under the law. But goddess forbid the mothers are successful in the man's  
6 world of commerce, government, medicine, or education outside the  
7 home, because they are viewed with deep resentment, jealousy, and  
8 suspicion and regularly denied child and spousal support even if they  
9 have primary custody because they are big earners.  
10  
11  
12

13  
14 572. Another reason Aire was treated so badly in family court is because  
15 gendered racism against black women is rampant in Los Angeles City  
16 and County including in family/juvenile court.  
17

18 573. Ironically, as Egbase and Aire spent thousands of dollars to fundraise  
19 for a black woman, Karen Bass, to become the first black female mayor  
20 of our City, because of the world remaining sexist as ever, that  
21 fundraising for Bass provided Egbase, the insider status in family court  
22 to wreak havoc on the rights of Aire.  
23  
24

25 574. Aire also advanced Egbase's career without remuneration or  
26 payments. Having been the one who enabled him to obtain access to  
27 democratic politicians like **Karen Bass** – a black woman herself – (Exh.  
28

1 1) Egbase used that access combined with the fact he was male, he had  
2 money, and he was an attorney to crush Aire in LASC aided and abetted  
3 by J. Blanco, Ingram, Bets, Comstock, and J. Byrd. Denial of Access to  
4 Court.  
5

6  
7 575. The ongoing denials of access to the court are legion. LASC did not  
8 on its own issue an OSC to dismiss Egbase's petition for dissolution filed  
9 in 2007 which gave Egbase a litigation advantage, caused confusion with  
10 judges claiming the case had been pending unresolved for years when the  
11 couple had reconciled and remained reconciled for the next eight years,  
12 allowed J. Blanco and Egbase to pull off The Great Deception of not just  
13 a forged judgment but created a paper trial manufacturing a hearing  
14 which never took place by a judge who never heard the motion which  
15 was never filed and issuing a false judgment which does not exist. LASC  
16 failed to insure Aire had needs-based attorney fees in a timely manner,  
17 for months, and permitted J. Blanco to repeatedly deny a hearing for  
18 attorney fees. LASC failed to insure spousal support for as long as Aire  
19 was unable to support herself.  
20  
21  
22  
23  
24

25 576. As a result of the defendants' violations, Aire was denied all her  
26 property and support.  
27  
28



1 577. Aire suffered severe emotional distress; and Defendants' conduct was  
2 a substantial factor in causing Aire's severe emotional distress.  
3

4 578. The severe emotional distress caused Aire extreme pain for which she  
5 is entitled to compensatory damages against all the defendants.  
6

7 579. The acts of all Defendants were willful, wanton, malicious and  
8 oppressive, thus justifying an award of exemplary and punitive damages  
9 against him in an amount to be determined at trial.  
10

11 580. Aire also requests an award of property and an accounting from  
12 Egbase.  
13

14 581. Aire is also entitled to attorney fees against Defendants.  
15

16 SIXTH CAUSE OF ACTION  
17 TITLE VI, 1964 Civil Rights Act as  
18 amended applies to LASC  
19

20 582. Aire realleges and incorporates by reference the allegations set forth  
21 in paragraphs 1-192 above as if fully set out here.

22 583. LASC is a recipient of federal funding. Title VI prohibits  
23 discrimination against beneficiaries of federal funding based on race.  
24

25 584. LASC discriminated against Aire on the basis of race in conjunction  
26 with her gender in violation of Title VI. 42 U.S.C. Sec. 2000d-7(a) states:  
27 (a) General provision  
28

1 (1) A State shall not be immune under the Eleventh Amendment of  
2 the Constitution of the United States from suit in Federal court  
3 for a violation of ...title VI of the Civil Rights Act of 1964 [42 U.S.C.  
4 2000d et seq.],

5 (2) In a suit against a State for a violation of a statute referred to in  
6 paragraph (1), remedies (including remedies both at law and in  
7 equity) are available for such a violation to the same extent as  
8 such remedies are available for such a violation in the suit  
9 against any public or private entity other than a State.

10 585. As a result of the defendants' violations, Aire was denied all her  
11 property and support.

12 586. Aire suffered severe emotional distress; and LASC's conduct was a  
13 substantial factor in causing Aire's severe emotional distress.

14 587. The severe emotional distress caused Aire extreme pain for which she  
15 is entitled to compensatory damages against LASC.

16 588. Aire is also entitled to attorney fees against LASC.

17  
18  
19 SEVENTH CAUSE OF ACTION  
20

21 Declaratory Relief (28 U.S.C. §§ 2201 – 2202; Cal. Code Civ. Proc. §  
22 1060)

23 589. Aire incorporates by reference all preceding paragraphs as through  
24 fully set forth herein.

25 590. An actual controversy exists between Plaintiff and Defendants  
26 concerning their respective rights and duties.  
27  
28

1       591. Plaintiff seeks a judicial declaration that the forged bifurcation  
2 judgment, falsified transcripts, and docket tampering performed by  
3 Defendants, including but not limited to Judge Alicia Blanco, Anthony  
4 Egbase, Linda Comstock, and Tatyana Bets, were unlawful and void.  
5

6       592. Plaintiff also seeks declaratory relief affirming that the family law  
7 court's actions—including its use of a dormant case (LD051587) to  
8 bypass due process—violated Plaintiff's constitutional rights under the  
9 Fourteenth Amendment and 42 U.S.C. § 1983.  
10

11       593. A declaration by this Court will resolve uncertainty concerning  
12 Plaintiff's status, due process rights, spousal support rights, and future  
13 ability to obtain equitable relief and property recovery.  
14

15       594. Plaintiff therefore requests that the Court issue a judgment declaring:  
16

- 17           1. The bifurcation decree signed by Commissioner Alicia Blanco  
18           on August 3, 2017, is void ab initio for lack of jurisdiction,  
19           absence of a signed stipulation, and forgery of judicial signature  
20           and hearing date;  
21
- 22           2. The trial court's judgment issued by Judge Christine Byrd on  
23           February 26, 2020, is built upon constitutionally infirm orders  
24           and omissions of material evidence, including falsified  
25           transcripts and exclusion of Plaintiff's testimony;  
26  
27  
28

3. The fraudulent writ of execution entered as Case No. 20VEUD00634, later disguised as 20VEDU00634, is also void ab initio as it was procured without a valid judgment and inserted deceptively into a separate docket;
4. The actions of the Superior Court and its agents violated Plaintiff's federal rights;
5. Any judgments issued based on those fraudulent documents are void ab initio.

#### EIGHTH CAUSE OF ACTION

Violence Against Women Reauthorization Act , ("VAWA") 34 U.S. Code

Sec.12395(b): Gender/Race discrimination - Applies to LASC

595. Aire realleges and incorporates by reference the allegations set forth in paragraphs 1-192 above as if fully set out here.

596. LASC is a recipient of VAWA funds.

34 USC Sec. 12395 (b)(13)(A) states: Nondiscrimination

No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Violence Against Women Act of 1994 (title IV of Public Law 103–322; 108 Stat. 1902), the Violence Against Women Act of 2000 (division B of Public Law 106–386; 114 Stat. 1491), the Violence

1 Against Women and Department of Justice Reauthorization Act of  
2 2005 (title IX of Public Law 109–162; 119 Stat. 3080),<sup>2</sup> the Violence  
3 Against Women Reauthorization Act of 2013, and any other program  
4 or activity funded in whole or in part with funds appropriated for  
5 grants, cooperative agreements, and other assistance administered by  
the Office on Violence Against Women.

6 597. Aire is a victim of domestic and economic violence as defined by 34  
7 USC Sec. 12395(a)(12) and (13):

8 (12) Domestic violence

9 The term "domestic violence" includes ...a pattern of any other  
10 coercive behavior committed, enabled, or solicited to gain or  
11 maintain power and control over a victim, including verbal,  
12 psychological, economic, or technological abuse that may or  
may not constitute criminal behavior, by a person who-

13 (A) is a current or former spouse or intimate partner of the  
14 victim, or person similarly situated to a spouse of the  
15 victim;

16 (B) ... has cohabitated, with the victim as a spouse...;

17 (C) shares a child in common with the victim; or

18 (13) Economic abuse

19 The term "economic abuse", in the context of domestic  
20 violence,..., means behavior that is coercive, deceptive, or  
21 unreasonably controls or restrains a person's ability to acquire,  
22 use, or maintain economic resources to which they are entitled,  
23 including using coercion, fraud, or manipulation to-

24 (A) restrict a person's access to money, assets, credit, or  
25 financial information;

26 (B) unfairly use a person's personal economic resources,  
27 including money, assets, and credit, for one's own  
28 advantage; [use of Aire's identity without her knowledge

1 for economic gain]

2 © exert undue influence over a person's financial and  
3 economic behavior or decisions, including forcing  
4 default on joint or other financial obligations, exploiting  
5 powers of attorney, guardianship, or conservatorship, or  
6 failing or neglecting to act in the best interests of a  
7 person to whom one has a fiduciary duty.

8 598. LASC empowered Egbase to engage in domestic and economic abuse  
9 against Aire by allowing J. Blanco, Ingram, Bets, Comstock, and unsued  
10 J. Byrd to act in concert with Egbase to deprive Aire of her property and  
11 support.

12 599. As a result of the defendants' violations, Aire was denied all her  
13 property and support.

14 600. Aire suffered severe emotional distress; and LASC's conduct was a  
15 substantial factor in causing Aire's severe emotional distress.

16 601. The severe emotional distress caused Aire extreme pain for which she  
17 is entitled to compensatory damages against LASC.

18 602. Aire is also entitled to attorney fees against LASC.

19  
20  
21  
22 NINTH CAUSE OF ACTION

23 FRAUDULENT DOCUMENT TAMPERING AND  
24 CONCEALMENT

25 (Against: Anthony Egbase, Tatyana Bets, Linda Comstock, and  
26 Commissioner Alicia Blanco)

27 603. Plaintiff realleges and incorporates by reference all prior paragraphs  
28 as though fully set forth herein.

1           604. Defendants engaged in a pattern of deliberate document tampering,  
2           forgery, and concealment of judicial records in order to obstruct justice  
3           and deprive Plaintiff of her lawful rights. These actions include, but are  
4           not limited to, the backdating of judicial filings, the unauthorized  
5           issuance of bifurcation orders, and the alteration and suppression of court  
6           transcripts.  
7

8  
9           605. Court clerk Tatyana Bets, acting in concert with Defendant Egbase,  
10          manipulated file room records by altering rejection notices, modifying  
11          case numbers (e.g., changing 20VEUD00634 to 20VEDU00634), and re-  
12          submitting previously rejected writs of execution. The tampered  
13          documents were inserted into the family court record, enabling the  
14          execution of an illegal eviction during an active moratorium.  
15  
16

17  
18          606. Court reporter Linda Comstock failed to include key testimony in the  
19          certified transcript from the September 25, 2019, hearing, specifically  
20          omitting Plaintiff's report to Judge Byrd about her son's mental health  
21          crisis. Despite Plaintiff's formal request for the original recording or an  
22          ASCII version, Comstock produced an incomplete and sanitized  
23          transcript, thus impeding Plaintiff's ability to seek appellate review.  
24  
25

26          607. Commissioner Alicia Blanco, without a valid stipulation filed prior to  
27          her issuance of orders, signed a bifurcation judgment on August 3, 2017.  
28

1 The stipulation to appoint her as a temporary judge was not filed until  
2 August 24, 2017—after the judgment was entered—rendering the action  
3 procedurally void.  
4

5 608. These coordinated acts of misconduct intentionally misled the court,  
6 concealed the true procedural history, and created a false record to  
7 benefit Egbase. Defendants’ actions were willful, malicious, and  
8 committed with the intent to deprive Plaintiff of her community property  
9 rights, spousal support, and due process protections.  
10

11 609. Plaintiff seeks compensatory and punitive damages, declaratory relief,  
12 and all available remedies under civil fraud statutes and constitutional  
13 violations pursuant to 42 U.S.C. § 1983.  
14

15  
16 TENTH CAUSE OF ACTION  
17  
18 EQUITABLE RECLASSIFICATION AND PROTECTIVE RELIEF  
19 FOR PRIMARY MARITAL RESIDENCE

20 610. (Pertaining to 4852 Queen Florence Lane, Woodland Hills, CA  
21 91364)

22 611. Plaintiff re-alleges and incorporates by reference all preceding  
23 paragraphs as though fully set forth herein.  
24

25 612. Plaintiff respectfully petitions this Court for equitable relief and  
26 reclassification of the property located at 4852 Queen Florence Lane,  
27 Woodland Hills, CA 91364 (“Subject Property”) as community property  
28



1 or marital property, and for protective orders to preserve her equitable  
2 interest pending resolution of this action.  
3

4 613. Throughout the marriage, Plaintiff and Defendant Anthony Egbase  
5 resided at this property with their children, including Plaintiff's now  
6 adult son with schizophrenia and another son with special needs. This  
7 was the only family home the children knew. Plaintiff served as full-time  
8 caregiver, homemaker, and support to Defendant's legal practice.  
9  
10 Defendant vacated the property only after the legal separation in August  
11 2016.  
12

13 614. The Subject Property was fraudulently refinanced and transferred on  
14 several occasions, even as litigation remained pending. After failing to  
15 make mortgage payments for over four years and using these missed  
16 payments to devalue the home at trial, Defendant Egbase made a lump-  
17 sum payoff of over \$820,000 shortly after the conclusion of the 2019  
18 trial—well before judgment had been signed—suggesting access to  
19 undisclosed funds.  
20  
21

22 615. Plaintiff has evidence that immediately after she uncovered the fraud  
23 surrounding the bifurcation judgment, Defendant Egbase resumed  
24 leveraging the property to obtain private loans, one of which was  
25 recorded on July 30, 2024, in the amount of \$400,000, by falsely  
26  
27  
28

1 declaring the property as his secondary home. This declaration is  
2 knowingly false: Egbase continues to reside at the property, where  
3 Plaintiff has directed process servers and where neighbors confirm his  
4 continued presence. His minor daughter also attends school less than  
5 three miles away, further confirming it is his primary residence.  
6  
7

8 616. Defendant is a licensed bankruptcy attorney and has a documented  
9 history of acquiring distressed properties from vulnerable clients,  
10 including an elderly woman, Willie Mae McKay, who filed a fraud action  
11 against Egbase. He used similar tactics to represent himself as financially  
12 distressed while actively acquiring properties with concealed funds. The  
13 property at 4852 Queen Florence Lane is now subject to the same pattern  
14 of asset manipulation.  
15  
16  
17

18 617. Plaintiff further asserts that Defendant's classification of the Subject  
19 Property as a "secondary residence" in loan documentation—while  
20 continuing to occupy it as his primary home—was intentionally  
21 misleading and poses a threat to Plaintiff's ability to reclaim or equitably  
22 divide the asset. If the property is foreclosed or refinanced again under  
23 false pretenses, Plaintiff's legal interest and potential recovery could be  
24 irreparably harmed.  
25  
26  
27  
28

ELEVENTH CAUSE OF ACTION

Fraudulent Conveyance, Nominee Ownership, and Concealment of  
Community Property Interest

(Against Anthony Egbase and Victoria Egbase)

618. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

619. This cause of action relates to the real property located at 800 W. 1st Street, Unit #1308, Los Angeles, California 90012 (APN: 5151-027-087), which was acquired during the marriage and is presumed to be community property under California Family Code § 760.

620. On or about December 14, 2006, while the parties were married, the subject property was purchased and vested in the name of Defendant Anthony Egbase's sister, Victoria Egbase. At no time during the marriage did Defendant inform Plaintiff that the property belonged to Victoria Egbase. Instead, Defendant Anthony Egbase exercised all incidents of ownership, including rent collection, mortgage payments, and financial management.

621. In 2008, during pending dissolution proceedings, Defendant Anthony Egbase filed a declaration with the court stating that 800 W. 1st Street was community property but had no equity due to being underwater. After the parties reconciled, Anthony Egbase allegedly executed a

1 fraudulent Quitclaim Deed dated January 15, 2007, purporting to transfer  
2 the property to Victoria Egbase. However, the document was not  
3 recorded until December 16, 2009.  
4

5 622. Plaintiff alleges that this Quitclaim Deed was backdated and  
6 fraudulent, executed without Victoria Egbase's presence or consent. At  
7 the time, Victoria Egbase was residing in Nigeria, and the signature on  
8 the document is consistent with Anthony Egbase's handwriting. Plaintiff  
9 contends the deed was created solely to fabricate a defense of separate  
10 ownership during litigation.  
11  
12

13 623. Additionally, in August 2010, a loan modification agreement was  
14 executed for the property under Victoria Egbase's name. The notary  
15 acknowledgment, signed by J. Midollo—a close associate of Anthony  
16 Egbase—stated Victoria was present in Los Angeles. In truth, Victoria  
17 was abroad, and the signature on the agreement appears to be that of  
18 Anthony Egbase forging his sister's name. This amounts to perjury and  
19 fraud upon the lender and court.  
20  
21  
22

23 624. The Quitclaim Deed includes a handwritten note stating, "this is a  
24 bonafide gift and the grantor received nothing in return," which further  
25 supports Plaintiff's contention that the transaction was a sham  
26 conveyance lacking valid consideration.  
27  
28

1           625. Anthony Egbase has repeatedly used Victoria Egbase's identity in  
2           financial and legal matters, including creating a DBA ("Doing Business  
3           As") for Superior Attorney Services and conducting banking transactions  
4           through accounts at 121 S. Hope Street and 350 S. Figueroa Street  
5           registered under her name.  
6

7  
8           626. Corporate filings show that Palmer Medical Supply was registered in  
9           2006 listing Victoria Egbase as a Director, despite her employment in  
10          Nigeria, further proving her identity was being used by Anthony Egbase  
11          to hide assets.  
12

13  
14          627. Victoria Egbase's employment status, foreign domicile, and lack of  
15          qualifying U.S. income render her legally incapable of acquiring real  
16          estate or lines of credit in the United States. Despite this, Egbase used her  
17          name to funnel community funds and shelter assets from division.  
18

19          628. Plaintiff requested her attorney, David Ingram, to join Victoria  
20          Egbase to the dissolution proceedings and subpoena deeds and ownership  
21          records. Ingram refused and failed to conduct discovery or submit any  
22          title documentation at trial, thereby suppressing critical evidence and  
23          violating Plaintiff's rights.  
24

25  
26          629. On October 21, 2019, the trial court erroneously ruled that 800 W. 1st  
27          Street was a separate property gift, based on false representations and  
28

1 missing deeds. Plaintiff moved to represent herself on November 13,  
2 2019, due to her attorney's misconduct, but her request was denied,  
3 depriving her of due process.  
4

5 630. The entire pattern of nominee ownership, fraudulent conveyances,  
6 forged deeds, and use of Victoria Egbase as a straw owner was  
7 orchestrated to deprive Plaintiff of her community interest in violation of  
8 California Family Code §§ 760, 721, and Civil Code § 3439 et seq.  
9  
10 California Family Code §§ 760, 721, and Civil Code § 3439 et seq.  
11 (Uniform Fraudulent Transfer Act).

12 631. Anthony Egbase's conduct constitutes fraud upon the court, breach of  
13 fiduciary duty, concealment, and intentional interference with the  
14 equitable distribution of community property.  
15  
16

17 TWELFTH CAUSE OF ACTION

18 FRAUDULENT CONCEALMENT OF COMMUNITY PROPERTY  
19 INTEREST: 121 S. HOPE STREET

20 632. (Against Defendant Anthony Egbase)

21 633. Plaintiff re-alleges and incorporates by reference all preceding  
22 paragraphs as though fully set forth herein.  
23

24 634. This cause of action relates to the real property located at 121 S. Hope  
25 Street, Unit 503, Los Angeles, California 90012 (APN: 5151-002-139),  
26 which Plaintiff alleges was acquired, held, and maintained with  
27  
28

1 community funds during the marriage between Plaintiff and Defendant  
2 Anthony Egbase.  
3

4 635. On or about October 22, 1996, the property was originally acquired in  
5 the name of Gerald Egbase, Defendant's brother, for \$137,500. However,  
6 Plaintiff alleges that Gerald Egbase served merely as a nominee or  
7 titleholder, and that Anthony Egbase was the true beneficial owner of the  
8 property from the outset.  
9  
10

11 636. On July 30, 2004, Gerald Egbase executed a Grant Deed purporting to  
12 transfer the property to Defendant Anthony Egbase as an 'unmarried  
13 man', even though Defendant was at that time legally married to Plaintiff.  
14 This deed was recorded on September 1, 2004 (Instrument No. 04-  
15 2249565).  
16  
17

18 637. The representation that Anthony Egbase was an 'unmarried man' at the  
19 time of the transfer was knowingly false and constituted an intentional  
20 effort to avoid the classification of the property as community property  
21 under California Family Code § 760.  
22

23 638. During the marriage, community funds were used to pay all mortgage  
24 payments, taxes, insurance, and costs related to the property.  
25 Furthermore, a refinance was executed during the marriage, wherein  
26 Anthony Egbase again falsely declared himself to be unmarried, and  
27  
28

1 failed to obtain Plaintiff's consent or disclose the community character of  
2 the property.  
3

4 639. While the 121 S. Hope Street property was disclosed during divorce  
5 proceedings, the court improperly characterized it as a gift, due to the fact  
6 that the true deeds and full payment history were never submitted. This  
7 omission was facilitated by Defendant Egbase's accountant, who failed to  
8 produce discovery showing the use of community funds. Moreover,  
9 Gerald Egbase was never joined to the family law case nor required to  
10 disclose how he afforded the down payment while earning approximately  
11 \$10/hour working for his brother. The result was a flawed and unjust  
12 analysis that excluded Plaintiff's rightful interest.  
13  
14  
15

16 640. Also, during the trial, Plaintiff's attorney, David Ingram, refused  
17 Plaintiff's repeated requests to join Gerald Egbase to the case and failed  
18 to produce the relevant deeds or request discovery or deposition  
19 concerning the property. Plaintiff further alleges that Attorney Ingram  
20 actively suppressed crucial evidence from the court, thereby undermining  
21 Plaintiff's claim. Notably, David Ingram had previously represented  
22 Sheila Harry in a legal dispute against Gerald Egbase, establishing a prior  
23 conflict of interest that further compromised Plaintiff's right to fair  
24 representation and due process.  
25  
26  
27  
28



1           641. Plaintiff further alleges that the misrepresentation and concealment of  
2           the 121 S. Hope Street property constituted a fraud upon the court,  
3           violating her rights under due process, and Family Code §§ 721 and  
4           1100(e), which impose a fiduciary duty of full disclosure between  
5           spouses.  
6

7  
8           642. These actions have caused Plaintiff severe financial and emotional  
9           distress and have unjustly enriched Defendant at the expense of Plaintiff  
10          and her dependent children.  
11

12                               THIRTEEN CAUSE OF ACTION

13           Post-Judgment Fraudulent Transfers, Asset Dissipation, and Anticipatory  
14           Concealment of Community Property  
15           (Against Anthony Egbase)

16  
17          643. Plaintiff re-alleges and incorporates by reference all prior paragraphs  
18          of this Complaint.

19          644. In or around December 2022, Plaintiff discovered that the Judgment  
20          entered on August 3, 2017, which included the fraudulent bifurcation and  
21          dissolution decree, and the subsequent Judgment entered on February 26,  
22          2020, were procured through fraud upon the court.  
23

24  
25          645. Plaintiff filed a motion to vacate these Judgments on June 2, 2023,  
26          pursuant to Family Code §2122, on grounds of fraud. That motion was  
27          denied on August 8, 2023, by Judge Firdaus Dordi. During that hearing,  
28

1 Plaintiff notified the court of her intent to obtain the transcript for  
2 appellate review and further stated on the record that she understood her  
3 rights to pursue further legal recourse based on fraud upon the court,  
4 even if the motion was denied.  
5

6  
7 646. Shortly after this, Defendant Anthony Egbase, aware that Plaintiff had  
8 discovered the fraud and intended to seek redress in federal court,  
9 **engaged in a series of suspicious property transactions and financial**  
10 **maneuvers designed to conceal and devalue community property**  
11 **assets.**  
12

13  
14 647. On or around July 2023, Anthony Egbase secured a private mortgage  
15 loan through Ira and Edye Friedman, recorded on July 30, 2024, using  
16 the property at 4852 Queen Florence Lane, a known community asset, as  
17 collateral.  
18

19  
20 648. Around the same time, Anthony Egbase also completed a quitclaim  
21 deed and secured another private mortgage on the property at 3199 Bel  
22 Air Drive, Las Vegas, Nevada, with the **same lenders—Ira and Edye**  
23 **Friedman, for \$1.439 million—as shown in the Nevada Recorder’s**  
24 **filing.**  
25

26  
27 649. The simultaneous use of the same private lender, coupled with the  
28 recorded Deed of Trust and Quitclaim Deed executed under SPE

1 Memorial Family Trust, LLC, of which Anthony Egbase is the managing  
2 member, strongly suggests that these properties were leveraged post-  
3 judgment to strip equity, obscure ownership, and prevent Plaintiff from  
4 recovering any value in the event of a favorable ruling.  
5

6  
7 650. These actions reflect a clear pattern of anticipatory fraudulent  
8 conveyance, indicating that Defendant Egbase—**who is a bankruptcy**  
9 **attorney with knowledge of asset protection schemes**—took deliberate  
10 steps to avoid potential court-imposed restitution or equitable property  
11 division by encumbering community properties post-judgment.  
12

13  
14 651. The use of **SPE Memorial Family Trust**, registered in Nevada, and  
15 the timing of the conveyances and loan instruments, further support  
16 Plaintiff's claims of an ongoing **RICO-patterned enterprise** to commit  
17 fraud, suppress discovery, conceal community assets, and defraud both  
18 the court and Plaintiff.  
19

20  
21 652. Plaintiff requests this Court recognize the conveyances and loan  
22 instruments as fraudulent transfers made with the intent to hinder, delay,  
23 or defraud the Plaintiff and the judicial process in violation of the  
24 **Uniform Voidable Transactions Act (UVTA), Family Code §§721,**  
25 **1101, 2100 et seq., and 18 U.S.C. § 1961 et seq. (RICO).**  
26  
27  
28

1                                   FOURTEENTH CAUSE OF ACTION  
2                                   FRAUDULENT POST-JUDGMENT ACQUISITION OF 10909  
3                                   BALANTRE LANE USING HIDDEN COMMUNITY FUNDS (Against  
4                                   Defendant Anthony Egbase)

5           653. Plaintiff re-alleges and incorporates by reference all preceding  
6                                   paragraphs of this Complaint as though fully set forth herein.  
7

8           654. This cause of action relates to the real property located at 10909  
9                                   Balantre Lane, Potomac, Maryland 20854. Plaintiff alleges that this  
10                                  property was fraudulently acquired by Defendant Anthony Egbase using  
11                                  concealed community assets immediately following the entry of  
12                                  judgment in the divorce proceeding.  
13  
14

15           655. On or about July 16, 2021, the property was purchased for  
16                                  \$1,499,000, shortly after the denial of Plaintiff's appeal and dismissal of  
17                                  her new trial motion. The timing raises strong inference of a coordinated  
18                                  scheme to launder or conceal marital assets under the guise of separate  
19                                  property.  
20  
21

22           656. The transaction was completed through a nominee entity, SPE  
23                                  Memorial Family Trust LLC, mirroring prior transfers made by  
24                                  Defendant Egbase for the purpose of shielding assets. The Maryland  
25                                  SDAT record lists the property as deeded from West Management LLC  
26                                  to SPE Memorial Family Trust LLC.  
27  
28

1           657. At the time of this acquisition, Egbase had just completed multiple  
2           large loan payoffs totaling over \$820,000, including for the Queen  
3           Florence Lane property. These payments were made using income and  
4           funds never disclosed during trial, violating California Family Code §§  
5           721 and 1100(e).  
6

7  
8           658. Plaintiff believes this home, like the Las Vegas property at 3199 Bel  
9           Air Drive, was purchased with diverted community income and proceeds  
10          from concealed business earnings. The title transfer and financing were  
11          arranged to deliberately exclude Plaintiff and deprive her of marital  
12          property rights.  
13  
14

15          659. This action was part of a broader pattern of concealment, as  
16          Defendant Egbase had previously placed three other properties into  
17          foreclosure during litigation (121 S. Hope Street, 4852 Queen Florence  
18          Lane, and 800 W. 1st Street), suggesting manipulation of financial  
19          hardship claims during trial.  
20  
21

22          660. These actions constitute a violation of fiduciary duty, fraudulent  
23          conveyance, and ongoing concealment under California Civil Code §  
24          3439 et seq. and Family Code § 721.  
25  
26  
27  
28

1           661. Plaintiff hereby asserts a lis pendens claim against the Maryland  
2           property to preserve her equitable interest and prevent any further  
3           fraudulent transfers pending resolution of this civil action.  
4

5  
6                           FIFTEENTH CAUSE OF ACTION  
7           Fraudulent Concealment of Community Property Interest - Nigerian  
8           Government Contracts and Asset Recovery Proceeds (Against  
9           Defendant Anthony O. Egbase)  
10

11           662. Plaintiff Ejeme Joyce Aire ("Plaintiff") realleges and incorporates by  
12           reference all preceding paragraphs as though fully set forth herein.  
13

14           663. At all times relevant, Plaintiff and Defendant Anthony O. Egbase  
15           ("Defendant") were lawfully married and owed each other the highest  
16           fiduciary duties of good faith, loyalty, full disclosure, and fair dealing  
17           pursuant to California Family Code §§ 721, 1100, and related laws.  
18

19           664. During the marriage, between approximately 2014 and 2016, Plaintiff  
20           and Defendant jointly supported efforts to secure lucrative legal contracts  
21           with the Federal Government of Nigeria. Plaintiff provided direct support  
22           through public relations, organizing and participating in events, attending  
23           meetings, and maintaining the family household while Defendant  
24           traveled extensively to Nigeria (approximately 90% of the time between  
25           2014-2016) to cultivate and finalize these engagements.  
26  
27  
28

1           665. In March 2016, while still married to Plaintiff, Defendant, through his  
2           law firms A.O.E. Law & Associates and Anthony O. Egbase &  
3           Associates, was officially retained by the Federal Government of Nigeria  
4           to assist in recovering looted assets in the United States and United  
5           Kingdom, including the Abacha Loot Recovery, the James Ibori Asset  
6           Recovery, and the Alamiyeseigha Asset Recovery, among others.

7  
8  
9           666. Defendant was engaged on contingency fee arrangements, wherein  
10          attorneys typically receive 30-40% of any recovered sums. In the Abacha  
11          Loot case alone, the recoverable amount exceeded \$550 million. Public  
12          records confirm the Nigerian government retained foreign counsel on  
13          contingency terms in these matters.

14  
15  
16          667. In addition to asset recovery, Defendant represented over 27 Nigerian  
17          officials in the Indigenous People of Biafra (IPOB) lawsuit in the United  
18          States District Court for the District of Columbia, successfully obtaining  
19          dismissal of claims valued at hundreds of millions of dollars.

20  
21          668. Based on extensive documentation, circumstantial evidence, public  
22          reports, and Defendant's own admissions, Plaintiff alleges that Defendant  
23          received payments and contingency fees exceeding **One Hundred**  
24          **Million Dollars (\$100,000,000)** during the marriage or as a direct result  
25          of work secured during the intact marriage.  
26  
27  
28

1           669. Despite these substantial financial gains, Defendant failed and refused  
2           to disclose the existence of these contracts, contingent interests, and  
3           proceeds during divorce proceedings. Defendant intentionally concealed  
4           these assets, in violation of his fiduciary duties.

5  
6           670. Defendant further **fabricated an earlier date of separation**  
7           **(February 22, 2015)** to mischaracterize community property assets as his  
8           separate property, despite substantial evidence, including joint public  
9           appearances, tax filings, hotel stays, and direct communications, proving  
10          that the marital community continued until at least August 1, 2016.

11  
12          671. Defendant's concealment of the Nigerian contract proceeds directly  
13          **deprived Plaintiff of her rightful 50% community property interest**  
14          **in these assets.** Plaintiff reasonably relied on Defendant's fiduciary duties  
15          and was harmed thereby.

16  
17          672. Defendant's fraudulent concealment constitutes extrinsic fraud upon  
18          Plaintiff and upon the Court, warranting the setting aside of all relevant  
19          judgments and the imposition of equitable remedies, including but not  
20          limited to restitution, disgorgement, and the establishment of constructive  
21          trusts.

22  
23          673. As a direct and proximate result of Defendant's fraudulent  
24          concealment and breach of fiduciary duty, **Plaintiff has suffered**



1 **damages exceeding Fifty Million Dollars (\$50,000,000), representing**  
2 **her rightful 50% interest in the Nigerian contract proceeds, in**  
3  
4 addition to other consequential and punitive damages.

5 674. Defendant's conduct was fraudulent, malicious, and oppressive,  
6  
7 justifying an award of punitive damages pursuant to California Civil  
8 Code -§ 3294.

9  
10 VI.

11 PRAYER FOR RELIEF

12 WHEREFORE, Plaintiff EJEME JOYCE AIRE respectfully requests that  
13 this Honorable Court enter judgment in her favor and against all Defendants,  
14 jointly and severally, and grant the following relief:

15 1. Declaratory Relief:

16 - A declaration that Plaintiff's constitutional rights under the Due  
17 Process and Equal Protection Clauses of the Fourteenth Amendment, and her  
18 right of access to the courts, were violated by Defendants through acts  
19 including but not limited to judicial fraud, falsified court documents,  
20 suppression of evidence, and obstruction of justice.

21  
22 2. Void Prior Judgments:

23 - Enter a judgment voiding the divorce judgment filed in 2017 and  
24 voiding the Judgments filed on November 13, 2019, December 6, 2019, and  
25 February 26, 2020, and declaring all of them as having no effect.  
26

27  
28 3. Equitable and Injunctive Relief:

1                   - Voiding and setting aside all judgments, orders, and decrees  
2  
3                   obtained through fraud upon the court, including the bifurcation judgment,  
4  
5                   unlawful property transfers, and denial of adult child support, pursuant to  
6  
7                   Federal Rule of Civil Procedure 60(d)(3);

8                   - Enjoining Defendants from enforcing any such fraudulent orders;  
9  
10                  - Enjoining further retaliation or obstruction of Plaintiff's access to  
11  
12                  court, housing, and medical care.

13  
14                  4. Restitution and Property Recovery:

15                   - Immediate return of the family residence at 4852 Queen Florence  
16  
17                   Lane, Woodland Hills, CA;

18                   - Establishment of a constructive trust over all community assets  
19  
20                   fraudulently concealed or diverted by Defendant Egbase, including those  
21  
22                   acquired post-judgment;

23                   - Full accounting and restitution of Plaintiff's rightful share of  
24  
25                   community property;

26                   - Order Defendant Egbase to provide a full financial accounting of  
27  
28                   all income, payments, contracts, or real estate acquired through the Nigerian  
government, political partnerships, or Nigerian corporations during the  
marriage using community funds, and to disgorge all such proceeds under a  
constructive trust in favor of Plaintiff;

1                   - Adjudication recognizing all hidden assets, including Nigerian  
2 government contract proceeds, real estate, mortgage payoffs, and related  
3 properties, as community property;  
4

5                   - Award to Plaintiff of her 50% community property share of all  
6 proceeds, assets, and income related to Egbase's international legal  
7 contracts, estimated to be no less than \$50 million;  
8

9                   - Disgorgement of all hidden profits and proceeds received through  
10 Nigerian government contracts, including post-separation proceeds traceable  
11 to marital efforts;  
12

13                   - Imposition of a constructive trust over all funds, properties, and  
14 assets derived from these contracts;  
15

16                   - Punitive damages for willful concealment, fraud, and malice  
17 relating to the Nigerian contract proceeds.  
18

19           5. Special Needs Relief:

20                   - Creation of a Special Needs Trust for Plaintiff's adult son with  
21 schizophrenia, under Plaintiff's control, funded monthly by Defendant  
22 Egbase, pursuant to California Family Code § 3910 and supported by In re  
23 Marriage of Drake (1997);  
24

25                   - Immediate interim support for the adult son's housing, education,  
26 and healthcare.  
27  
28

1           6. Spousal Support and Financial Redress:

2                   - Reinstatement and retroactive evaluation of unpaid spousal  
3  
4 support based on Defendant Egbase's concealed income and false financial  
5 disclosures;

6                   - Order for Defendant Egbase to pay all outstanding mortgage, tax,  
7  
8 and upkeep obligations on community properties pending full adjudication.

9           7. Damages:

10                   - Compensatory damages for financial harm, homelessness,  
11  
12 emotional distress, coerced debt, litigation costs, and damage to reputation  
13 and livelihood;

14                   - Punitive damages under California Family Code § 1101(h) and 42  
15  
16 U.S.C. § 1983 for willful, malicious, and fraudulent conduct, including  
17  
18 breach of fiduciary duty, document forgery, perjury, and abuse of authority.

19           8. Production of Court Records:

20                   - Immediate production of stenographic notes and corrected  
21  
22 transcripts from court reporter Linda Comstock for hearings on September  
23  
24 25, 2019, and November 13, 2019, to support Plaintiff's fraud claims and  
25 motion under Rule 60(d)(3).

26           9. Attorney's Fees and Litigation Costs:

1                   - Reasonable attorney's fees pursuant to 42 U.S.C. § 1988 and  
2 California Family Code § 2030 et seq.;

3  
4                   - Full reimbursement of costs for transcripts, court filings, expert  
5 evaluations, and related litigation expenses, rents, and all court-related  
6 fees.  
7

8                   10. Additional Punitive Damages:

9                   - Award punitive damages against Defendants Egbase, Ingram,  
10 Bets, Comstock, and J. Blanco.

11  
12                   11. Injunctive Relief:

13                   - Enjoining Defendant Egbase from enforcing any judgment,  
14 decree, or order declared void in this proceeding;

15  
16                   - Enjoining Defendant Egbase from retaliating against Plaintiff for  
17 pursuing her civil rights;

18                   - Enjoining Defendant Egbase from obstructing Plaintiff's access to  
19 housing, medical care, or the judicial process.  
20

21  
22                   12. Any Other Relief:

23                   - Grant such further and additional relief as the Court may deem  
24 just, equitable, and appropriate in the interests of justice and to prevent  
25 further irreparable harm to Plaintiff and her children.  
26  
27  
28

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of facts and damages stated herein.

VII.

EXHIBITS

Attached to this Complaint are three key exhibits submitted in support of the allegations herein,

Plaintiff respectfully submits the following exhibits as part of her Complaint to substantiate allegations of **fraud upon the court**, fabrication of judicial documents, and violation of due process rights in the underlying dissolution proceedings:

Plaintiff submits these exhibits to demonstrate the systemic fraud, misconduct by opposing counsel and her own former attorney, and collusion among court officers that deprived her of fundamental due process rights.

These fraudulent documents **underpin the entire unlawful judgment entered against her and form a critical part of her claims for relief under 42 U.S.C. § 1983 and related causes of action.**

**DECLARATION**

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

DATED: April 29, 2025

A handwritten signature in black ink, appearing to read "Ejeme", written over a horizontal line.

EJEME JOYCE AIRE,  
PLAINTIFF PRO SE

Plaintiff Aire requests a jury

DATED: April 28, 2025,

**EXHIBITS IN SUPPORT OF COMPLAINT**

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**EXHIBIT  
A**

Fraudulent "Original" FL-180 Judgment (Filed August 3, 2017)

CASE NAME (Last name, first name of each party): Marriage of Egbase/Aire		FL-180
CASE NUMBER: LD 051587		

4. I. ☐ The children of this marriage or domestic partnership are:

(1) ☐ Name Birthdate

(2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership

J. ☐ Child custody and visitation (parenting time) are ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).

(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).

(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).

(4) ☐ Previously established in another case. Case number: Court:

K. ☐ Child support is ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4065(a).

(2) ☐ Child Support Information and Order Attachment (form FL-342).

(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).

(4) ☐ Previously established in another case. Case number: Court:

L. ☐ Spousal, domestic partner, or family support is ordered:

(1) ☐ Reserved for future determination as relates to ☐ petitioner ☐ respondent

(2) ☐ Jurisdiction terminated to order spousal or partner support to ☐ petitioner ☐ respondent

(3) ☐ As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343).

(4) ☐ As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.

(5) ☐ Other (specify):

M. ☐ Property division is ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement.

(2) ☐ Property Order Attachment to Judgment (form FL-345).

(3) ☐ Other (specify):

N. ☐ Attorney fees and costs are ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement.

(2) ☐ Attorney Fees and Costs Order (form FL-346).

(3) ☐ Other (specify):

O. ☒ Other (specify): Bifurcation Status Only

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: 8/3/17

5. Number of pages attached: 4

**NOTICE**

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

**JUDGMENT**  
(Family Law)

Page 2 of 2

This document purports to be an official judgment of dissolution of marriage, allegedly signed by Commissioner Alicia Blanco on August 3, 2017. However, court records confirm that Commissioner Blanco was not stipulated into the case until August 24, 2017, making it impossible for her to have legally executed any judgment on August 3, 2017. The document is internally inconsistent and fraudulent.

Plaintiff asserts that this judgment was fabricated to create the illusion of a legally divorce decree when, in fact, no lawful bifurcation hearing or ruling ever occurred.

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**EXHIBIT  
B**

Fraudulent Conformed Copy Submitted as Trial Exhibit (2019)

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**FL-180**

CASE NAME (Last name, first name of each party): Marriage of Egbase/Aire

CASE NUMBER: LD 051587

i. ☐ The children of this marriage or domestic partnership are:

(1) ☐ Name Birthdate

(2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership

j. ☐ Child custody and visitation (parenting time) are ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).

(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).

(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).

(4) ☐ Previously established in another case. Case number: Court:

k. ☐ Child support is ordered as set forth in the attached

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(2) ☐ Child Support Information and Order Attachment (form FL-342).

(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).

(4) ☐ Previously established in another case. Case number: Court:

l. ☐ Spousal, domestic partner, or family support is ordered:

(1) ☐ Reserved for future determination as relates to ☐ petitioner ☐ respondent

(2) ☐ Jurisdiction terminated to order spousal or partner support to ☐ petitioner ☐ respondent

(3) ☐ As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343).

(4) ☐ As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.

(5) ☐ Other (specify):

m. ☐ Property division is ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement.

(2) ☐ Property Order Attachment to Judgment (form FL-345).

(3) ☐ Other (specify):

n. ☐ Attorney fees and costs are ordered as set forth in the attached

(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement.

(2) ☐ Attorney Fees and Costs Order (form FL-348).

(3) ☐ Other (specify):

o. ☒ Other (specify): Bifurcation Status Only

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: 8-3-17

5. Number of pages attached: 4

**ALICIA Y. BLANCO**

**NOTICE**

Disolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

**JUDGMENT**  
(Family Law)

000003

FL-180 (Rev. July 1, 2012)

23 This "conformed" copy of the FL-180 Judgment was submitted by Defendant  
24 Anthony Egbase as an exhibit during the 2019 trial. Plaintiff's then-attorney, David  
25 Ingram, failed to object to its submission despite clear irregularities and Plaintiff's  
26 lack of consent.

27 The conformed copy was materially altered and perpetuated the fraudulent  
28 narrative that a valid divorce had occurred, severely prejudicing Plaintiff's rights  
during the trial. Plaintiff asserts that both the original and conformed versions were  
used to deceive the court and deny Plaintiff a fair proceeding.